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Current Topics.

Judicial Changes.

WHILE it has been for some time common knowledge in the profession that LORD BLANESBURGH, the senior Lord of Appeal in Ordinary, contemplated early retirement, it was not known when that would take effect, or the possible repercussions when it became an accomplished fact. Now these have been announced, and all will recognise the excellence of each choice that has been made. LORD WRIGHT, after being a Lord of Appeal—a position which he reached *per saltum* from a puisne judgeship of the King's Bench Division—and then succeeding LORD HANWORTH as Master of the Rolls, now returns as a Lord of Appeal to the serene atmosphere of the House of Lords to take the place rendered vacant by the resignation of LORD BLANESBURGH. To fill the office of Master of the Rolls, the choice of the Prime Minister, with whom the right of appointment to this as to the other higher offices in the law lies, has fallen upon Sir WILFRID GREENE, who, in the short time he has been in the Court of Appeal, has won golden opinions from every one practising in the tribunal, not only by reason of his profound knowledge of the law, but likewise for his supreme gift of clear and elegant expression, coupled with the invariable courtesy of his interlocutory observations. It is of interest also to note that his appointment is a reversion to the practice in former days when the Master of the Rolls was invariably a Chancery lawyer. To fill the vacancy on the list of Lords Justices consequent on the promotion of Sir WILFRID GREENE, Mr. Justice MACKINNON has been appointed—a very learned commercial lawyer, as became one who was a pupil of the late Lord Justice SCRUTTON, but with interests in literature and historical research as he has shown by various interesting volumes.

Lord Blanesburgh.

BY the passing, through resignation, of this distinguished lawyer, the courts in which, latterly, he sat—the House of Lords and the Judicial Committee of the Privy Council, will certainly be the poorer by the absence of his buoyant personality. He was a great lawyer, as he showed not only while at the Bar, but likewise throughout his tenure of the judicial office, first, as a judge of the Chancery Division, then for five years—1919 to 1923—in the Court of Appeal, and from the latter year in the supreme appellate tribunals. But what struck everyone who saw and heard him was his extraordinary rapidity of speech, which became the despair of even the most expert stenographer. The present writer well remembers him, then Mr. YOUNGER, on one occasion submitting a learned argument to Mr. Justice R. S. WRIGHT—not to be confused with LORD WRIGHT—and that judge, one of the quickest who ever adorned the Bench, after listening for some time to the torrent of words, interposed with the remark, "Mr. YOUNGER, I think there may be a good deal in what you are saying, if you will only give me time to hear it!" The speed slackened for a few minutes, but the accelerator was again applied to the despair of the judge.

Local Courts.

THE resignation by Mr. JOHN ROSKILL, K.C., of the post of judge of the Salford Hundred Court, which he had held for many years, is a reminder that there still exist in England a large number of city and borough tribunals quite apart from the county courts; but as Mr. W. W. VEALE said in his learned article on the Bristol Tolzey Court in a recent number of the *Journal of the Society of Public Teachers of Law*, "historians have devoted so much attention to the rapid development of the King's Courts that they fail to appreciate the volume and importance of the business transacted in the borough courts." The number of these local courts is still large; no fewer than 172 are mentioned in Halsbury's Laws of England, but it is noticeable that after many of them is appended the note, "The Court has long been in abeyance." But while it is true that a considerable number of the local courts have practically gone out of business owing to the existence of the county courts, several are still flourishing, such as the Bristol Tolzey Court already mentioned, the Liverpool Court of Passage and the Salford Hundred Court, whose official name carries us back in thought to very early days. This latter court was reconstituted by an Act of 1868 (31 & 32 Vict. c. cxxx) and its jurisdiction extended by a still later statute. In the recital of the former enactment the reader is reminded that "there exists in the Hundred of Salford in the county of Lancaster a court of ancient jurisdiction entitled 'Her Majesty's Court for the Hundred or Wapentake of Salford.'" The Act then defines the jurisdiction of the court, states when the sittings are to be held, specifies the qualification of the judge (whose appointment lies with the Chancellor of the Duchy of Lancaster) as being either a member of that now long defunct body the Order of Serjeants, or a barrister of not less than ten years standing. With regard to the salary of the judge the Act provided that on the death of the then existing judges—there were two for a time—any future

appointee should be paid such salary as the Chancellor should name, not being less than £500. As we have said, the competition of the county courts having seriously militated against many of the local courts, a judge of one of the latter was temerarious enough to apply to the Treasury to be compensated for the loss he said he had sustained, but, in the language of the old reporters, he took nothing by his motion except to be informed that his court had not been legally abolished.

Lord Hewart on "England."

Of the Lord Chief Justice's speech in proposing the toast "England" at the annual banquet last week of the Royal Society of St. George one may truly say, as was said by Sir James Hannen at the conclusion of Sir Charles Russell's address in the Parnell inquiry: "a great speech worthy of a great occasion." Not to many of our public men has been given in such rich measure the gift of eloquent and poetic expression of patriotic sentiment as it has been to Lord Hewart. To listen to or to read his cultured addresses is an intellectual delight. One passage, however, in his oration may, however, have intrigued some of his hearers or readers, that, namely, where, referring to distinguished Englishmen who within living memory have passed to the Elysian fields, he mentioned, without specific identification, "one English statesman undoubtedly of the first rank, certainly one first-rate judge, probably one first-rate soldier, and perhaps one first-rate poet." Whom had the Lord Chief Justice in his mind's eye? The query may well excite curiosity. Readers will not fail to observe the progressive diminuendo note in the collocation, and may be curious to discover to whom the epithets apply. Probably they would be safe in identifying Mr. Gladstone as the statesman "of the first rank," but lawyers may be more interested in the identification of the "one first-rate judge" whom the speaker had in mind. Different answers might easily be hazarded, but probably most would single out as possessing the most commanding force, and as best satisfying Lord Hewart's epithet, his lordship's predecessor in his high office—Lord Chief Justice Russell of Killowen. To him, as was well said, it was given to shine with equal lustre in both spheres of Bar and Bench, and to demonstrate that there is no inherent incompatibility between greatness as an advocate and greatness as a judge.

Central Criminal Court: Second April Session.

One charge of murder, four of attempted murder, two of wounding and two of causing grievous bodily harm figure in the list for the second April session of the Central Criminal Court which opened on Tuesday. The calendar also included three charges of bigamy, one each of robbery with violence, robbery while armed, forgery, demanding money with menaces, false pretences, conspiracy to defraud, conspiring to effect a public mischief, and publishing a defamatory libel, eight of burglary or housebreaking, and seven of stealing, and one offence against the Post Office. At the beginning of the week there was a total of fifty-seven persons awaiting trial or sentence. Cases in the High Court judge's list are being dealt with by Finlay, J.

Coal Royalties: Prospective Legislation.

In answer to a question asked in the House of Commons last Monday whether the special tribunal on the valuation of mining royalties had concluded its sittings, when its report would be ready for submission to the Government, and whether it would be available to members of the House before the Government reached any decision on the legislation proposed with regard to the nationalisation of mining royalties, the Prime Minister stated that the tribunal had given an award to the effect that fifteen was the appropriate number of years' purchase to be applied to the agreed royalty income figure of £4,430,000. The compensation payable under the terms of the award would therefore be £66,450,000. Mr. Baldwin said that the Government had decided to accept the award, and they intended to introduce the necessary legislation as soon as possible. We have already noted in these columns that the tribunal set up on 9th March consisted of Greene, L.J. (as he then was), Clauson, J., and Lord Plender, and that its award was to take the form of a number of years' purchase applied to an agreed royalty income figure. It is of some interest to note that the figure arrived at by this impartial tribunal is very considerably lower than any put forward by the owners as representing the value of their property and substantially lower than the amount it is understood the Government were prepared to offer. Mr. R. F. Pawsey, secretary of the Mineral Owners Joint Committee, is reported to have said on the evening of Mr. Baldwin's announcement that the value of the rights was difficult to assess because they had been dealt with for generations in a few offices and had never come into the open market. "We shall," he continued, "watch the drafting of the Bill carefully, because it will be a complicated matter with the severance of the minerals from the surface." *The Times* Parliamentary Correspondent stated that good progress had already been made with the drafting of the Government Bill, and that it would be possible to complete it with but little delay.

Counsels' Diction.

Mr. G. J. Emery, President of the Institute of Shorthand Writers, which comprises members pursuing their avocation in the Supreme Court of Judicature, replying recently to the toast of "The Institute," proposed by Mr. Justice Lewis, commented on the manner in which arguments are presented in court from a somewhat unfamiliar standpoint. In spite of his plea on a previous occasion, he said, he had not noticed any improvement in the grammar, syntax and elocution of the Bar. It was surprising that in the many brilliant arguments which undoubtedly were addressed to the court so little regard was paid to the manner and language in which they were conveyed. The speaker also expressed his desire to impress on those who spoke in public how necessary it was that what they said should be heard. Only a shorthand writer could appreciate the difficulties of turning into shorthand that which he did not hear. He was frequently a very capable guesser, but the law of averages always came in, and the more frequently he had to guess the more likely he was to err. The difficulties associated with the taking of a correct shorthand note are undoubtedly considerable—indeed, those auditory obstacles to which he alluded must occasionally be insuperable. But apart from this we have little hesitation in saying they are less than those associated with presenting—perhaps, owing to an unexpected development, on the spur of the moment—a difficult argument in words that shall not offend the rules of grammar and syntax. Even writers with opportunities for revision have been known to err in these respects.

Tithe Act, 1936: Rate Compensation Apportionment.

The Ministry of Health has issued a further circular on the subject of the loss by local authorities of rate income formerly derived from the assessment of tithe rentcharge. The new communication (Circular No. 1619) is addressed to rural district councils and is in furtherance of the statutory duty imposed on the Minister of Health by para. 7 of the 5th Sched. to the Tithe Act, 1936, to give directions for securing that the sums payable to a rating authority by way of contribution towards making good the loss of rate income shall be credited in aid of the general rate and the special rates of an area in proper proportions. The directions are of too specialised a character for detailed treatment here, but it may be indicated in broad outline that they provide that the grants to be credited in aid of the general rate in a rural rating area shall be the same proportion thereof as that which the amount included in the diminution of the rate income of the authority

for that area in respect of general rates and additional items of the general rates bears to the diminution of rate income of the authority, while the balance is to be credited in aid of special rates in accordance with the provisions of para. 7 of the 5th Sched. to the Act. Paragraph 9 of the same schedule provides that the sum to be credited in aid of any rate shall be taken into account for the purpose of ascertaining the proceeds of that rate, for whatever purpose such ascertainment is required. According to the circular under consideration, the Minister of Health is advised that the amounts calculated on rateable value in the manner set out in s. 193 of the Local Government Act, 1933, are not the proceeds of a rate for the purposes of para. 9 aforesaid, and accordingly tithe grants will not be taken into account in determining the maximum sums which can be raised to meet the expenses of parish councils under that section.

Rules and Orders: Tithe Arrears Procedure.

In exercise of powers conferred by s. 20 (13) of the Tithe Act, 1936, the Arrears Investigation Committee has made a series of rules which are to regulate its procedure, unless in any particular case it determines otherwise. These, the Tithe (Arrears Investigation Committee) Rules, 1937 (H.M. Stationery Office, price 2d. net), prescribe forms for use by tithe-payers and tithe-owners in connection with applications under s. 20 of the Act, and provide for the appearance of the parties before the Committee "in person or by counsel or solicitor, or by a member of the party's family, or person in the party's permanent and exclusive employ, or a person practising as an accountant or a land agent," for the addressing of the Committee by the parties or their representatives, for the summoning and examination of witnesses, the production of documents and such like matters. References are to be heard in private at such places as seem to the Committee to be most convenient. Sub-section (12) of the above-named section empowers the Committee to direct a tithe-payer to pay to the Tithe Redemption Commission or to any other person a sum fixed by the Committee in respect of expenses incurred in frivolous claims. Subject to this, the rules provide that the Committee shall make no order as to costs.

Rules and Orders: Lancaster Palatine Court.

The attention of readers is drawn to the Chancery of Lancaster Rules (No. 1), 1937, set out on p. 362 of the present issue. The rules provide for the insertion of a new r. 7 after r. 6 of Ord. XXVI of the Chancery of Lancaster Rules, 1884, to the effect that on any motion for judgment under r. 2 or 3 of that Order in which relief of the nature specified in Ord. XLVIII, r. 5A, is claimed, the court or vice-chancellor may require the motion to be supported by such evidence as might be required had the relief been sought on originating summons and may require notice of such evidence to be given to the defendant. An amendment is also introduced into the rule last cited, and a new rule, 8A, is inserted after r. 8 of the same Order relating to forms prescribed for use in connection with orders for payment of money secured by mortgage or charge and for possession of mortgaged property. Similar forms are required to be used in corresponding circumstances in actions for like relief commenced by writ. The new rules came into operation as provisional rules on 26th April.

The 1st May: New Acts and Rules in Force.

Readers may be reminded that the Firearms (Amendment) Act, 1936 (26 Geo. 5, and 1 Ed. 8, cap. 39), and the Shops (Sunday Trading Restriction) Act, 1936 (26 Geo. 5 and 1 Ed. 8, cap. 53), come into operation on 1st May. The former amends the Firearms Act, 1920, the "principal Act," the Firearms Act, 1934, and s. 5 of the Firearms and Imitation Firearms (Criminal Use) Act, 1933. The new Act substitutes a new definition of "firearm" for that contained in s. 5 (2) of the Act of 1933. All the Acts above mentioned may now be cited together as "the Firearms Acts, 1920–1936." The purpose of the latter is to restrict the opening of shops and trading on Sunday. Its main provisions were indicated in these columns during the passage of the Bill through Parliament (80 Sol. J. 154, 355, 543, 562). The Shops Regulations, 1937 (S.R. & O., 1937, No. 271), which have been made by the Home Secretary under s. 17 of the Shops Act, 1912, and the new Act prescribe conditions for shops, to which s. 4 applies, remaining open on Sunday, a form of notice in connection therewith, and forms for use in connection with ss. 6 (1), 7, 8 and 12 of the Act, and contain a number of provisions in regard to those sections. Such of the regulations as were necessary for bringing the Act into operation operated from 6th April (the date of the regulations). The remainder operate from 1st May. Copies of the regulations (S.R. & O., 1937, No. 271) are obtainable from H.M. Stationery Office, price 2d.

Recent Decisions.

In *Davenport* v. *Johnston* (*The Times*, 22nd April), a Divisional Court held that the respondent had committed an offence under the Merchandise Marks Act, 1926, and the Merchandise Marks (Imported Goods) No. 4 Order, 1929, which renders unlawful the sale or exposure for sale in the United Kingdom of any imported raw tomatoes unless they bear an indication of origin. The court held that Art. 4 of the above-cited Order, which provides that nothing therein "shall apply to sales of raw tomatoes in quantities of 14lb. or less" did not deal with exposure for sale—the offence with which the respondent was charged—but only with actual sales (*Horgan* v. *Coxall* (1931, unreported) followed). The case was remitted to the justices with a direction to find the offence proved.

In *Andrews* v. *Director of Public Prosecutions* (*The Times*, 23rd April), reasons were given by the House of Lords for affirming the decision of the Court of Criminal Appeal which upheld the appellant's conviction of manslaughter arising out of the driving of a motor car. The appellant was convicted at Leeds Assizes by du Parcq, J., and sentenced to fifteen months' imprisonment and disqualification for holding a driving licence for the rest of his life.

In *Rex* v. *Edwards* (*The Times*, 27th April), the Court of Criminal Appeal dismissed the appeal of one convicted of murder at Leeds Assizes on 18th March before Singleton, J., and sentenced to death.

In *Poznanski* v. *London Film Productions Ltd.* (*The Times*, 28th April), an action, in which it was alleged that the film "Catherine the Great" infringed the copyright of the play "La Petite Catherine," failed; Crossman, J., holding that the similarities between film and play were not such as to render the former a reproduction of a substantial part of the latter within the meaning of the Copyright Act, 1911. Similarities in incidents and situations, although they afforded *primâ facie* evidence of copying, might not be sufficient, the learned judge observed, to override a denial of copying coupled with the explanation of the similarities by reference to their historical sources (*Sutton Vane* v. *Famous Players Film Co. Ltd.*, "MacGillivray's Copyright Cases, 1928-30," p. 6).

In *Bourdillon and Wife* v. *London Express Newspaper, Ltd.* (*The Times*, 28th April), a libel action in respect of an article in the *Daily Express* in which extracts were given from the diary of the plaintiffs' 12-year-old son who, with four other children, was killed by exposure to a blizzard in the Black Forest, failed. Finlay, J., observed that there could be no question about the bad taste of the publication, but it was impossible to take the view that the words were susceptible of the meaning that the plaintiffs had authorised or permitted the publication of their son's diary for gain or reward. To decide that the words complained of were capable of a defamatory meaning would involve a distinct extension of the principle laid down in *Tolley* v. *J. S. Fry and Sons Ltd.* [1911] A.C. 333.

Criminal Law and Practice.

REFUGES AND FOOT PASSENGER CROSSINGS.

WHAT is the legal duty of the motorist as he approaches a pedestrian crossing on which there is a refuge where a pedestrian is standing waiting to cross?

Under the London Traffic (Pedestrian Crossing Places) (No. 2) Provisional Regulations, 1934, "crossing" is defined as "a crossing place for foot passengers indicated by a traffic sign prescribed for the purpose by Regulations made by the Minister."

Under reg. 4, the driver of every vehicle approaching a crossing shall, unless he can see that there is no foot passenger thereon, proceed at such a speed as to be able, if necessary, to stop before reaching such crossing. Regulation 5 provides that the driver of every vehicle at or approaching a crossing where traffic is not for the time being controlled by a police constable or by light signals shall allow free and uninterrupted passage to any foot passenger who is on the carriageway at such crossing, and every such foot passenger shall have precedence over all vehicular traffic at such crossing. The Pedestrian Crossing Places (Traffic) Provisional Regulations, 1935, repeats these provisions for the benefit of the provinces.

On the 7th April, the Kingston Borough magistrates, in *R.* v. *Shuter and Lebutt*, had to consider charges of failing to allow free and uninterrupted passage at a pedestrian crossing. A pedestrian gave evidence that she was at a refuge on a pedestrian crossing when she saw a car approaching, and because of its speed she was afraid to go on. For the prosecution it was argued that a refuge was part of the carriageway and that if it was not, then beacons would have to be placed on refuges as well as on the pavements. It was pointed out by the defence that traffic conditions in London and Kingston would be chaotic if cars had to pull up when someone was on a refuge.

The magistrates held that crossings as defined by the regulations included the refuge and fined the defendants £2 and 10s., respectively. With regard to the argument that beacons would have to be placed on the refuges if the refuges were not part of the carriageway, it should be observed that the regulations (The Traffic Signs (Pedestrian Crossings) (No. 2) Provisional Regulations, 1934, dated 7th November, 1934) merely provide under reg. 3 for the erection "on any road" of globes and say nothing about the part of the road on which they are to be erected except to provide that the lines marking the crossing shall be on the carriageway. Thus, by inference, it would appear that they should be erected on the pavement. Nothing is provided as to the number of globes to be erected, but it is arguable that each crossing should have more than one "beacon."

Difficulties arise when the meaning of the words "refuge" and "carriageway" is considered. Urban district councils and highway authorities have power under s. 55 of the Road Traffic Act, 1930, to construct places of refuge for the purpose of protecting traffic along the road from danger or of making the crossing of any road less dangerous to foot passengers.

Previously the only provision for refuges was s. 39 of the Public Health Acts Amendment Act, 1890, which could be adopted by urban authorities and gave them power to "place, maintain, alter, and remove in any street, being a highway repairable by the inhabitants at large, such raised paving or place of refuge, with such pillars, rails or other fences as they may think fit, for the purpose of protecting passengers and traffic, either along the street or on the footways, from injury, danger or annoyance, or for the purpose of making the crossing of any street less dangerous to passengers."

The word "carriageway" is by no means of recent introduction, for it has been held that the word in s. 3 of the Tramways Act, 1870, does not include the footpath by the side of the carriageway: *Mayor etc. of Hyde* v. *Oldham Ashton and Hyde Electric Tramway Limited* (1900), 64 J.P. 596. This seems a common-sense interpretation of the word as applied in general use apart from any special meaning attaching to it as a result of any Act of Parliament. Pavements were originally themselves in the nature of refuges and s. 39 of the Public Health Acts Amendment Act, 1890, specifically refers to "paving or place of refuge." Moreover, Taunton, J., in *Loveridge* v. *Hodsoll*, 2 B. & Ad. 608, clearly contrasted the paved footpath with the carriageway.

It would, therefore, appear that a person standing on a paving or place of refuge at a crossing is not "on the carriageway at such crossing," and therefore a motorist driving through at that time on his proper side of the road cannot be said to be guilty of failing to "allow free and uninterrupted passage to any foot passenger who is on the carriageway at such crossing." It will be interesting to hear further consideration of this important point by a higher tribunal.

LAY JUSTICES AND PREVIOUS CONVICTIONS.

IN *Davies* v. *Griffiths* on 19th April, the Divisional Court considered the effect of justices deciding to convict, but asking for the record of previous convictions without previously announcing in court their intention to convict. The solicitor for the defendant had objected to that course, but the justices informed him that they had come to a decision during their first retirement without being acquainted with the defendant's previous convictions. In giving judgment the Lord Chief Justice said that *Hill* v. *Tothill* [1936] W.N. 126 was admittedly not on all fours with the present case. His lordship added that although it would have been better if the justices had announced their decision to convict before inquiring into the previous history of the appellant, what they had done was not sufficient to invalidate the conviction. Later in the same day the court came to the same conclusion in *Murray* v. *Barnwell*, a case under s. 12 (1) of the Road Traffic Act, 1930. The facts were similar, and the Lord Chief Justice said that it was quite simple for the justices to return into court and announce their intention to convict and then to inquire, solely with reference to the penalty, whether there were any previous convictions. That course would remove the suspicion that the justices had inquired about the convictions in order to enable them to decide whether to convict. In *Hill* v. *Tothill*, *supra*, the justices had unanimously found the appellant guilty of a breach of s. 11 (1) of the Road Traffic Act, 1930. Without announcing their intention to convict they retired to consider the sentence. In the retiring room they told the clerk of their decision, and asked for the appellant's record. In allowing the appeal the Lord Chief Justice referred to "the old and sound maxim that justice should not only be done but that it should manifestly seem to be done." This decision followed *Hastings* v. *Ostle*, 46 T.L.R. 331, a similar case, where the court held that though no injustice had in fact been done, there had been a departure from the proper procedure. The *ratio decidendi* of these two decisions was that the record of convictions was put privately before the justices, and the accused was not given a chance to cross-examine or give evidence as to his convictions in order to disprove or explain them. See also *R.* v. *Turner* [1924] 18 Cr. App. R. 161.

MANSLAUGHTER AND THE ROAD TRAFFIC ACTS, 1930–1934.

THE judgment of the House of Lords in *Andrews* v. *Director of Public Prosecutions* was delivered on 22nd April, and will be the subject of a future article.

Mr. Harold Victor Scambler, solicitor, of Bedford Row, and of Hatfield, left £3,059, with net personalty £1,541. He left £1,000 to the Metropolitan Hospital; £50 to the British Sailors' Society; and after other bequests the residue to the National Hospital for Diseases of the Nervous System.

A Manufacturer of Dangerous Articles.

In this article we propose considering the duty that a manufacturer of dangerous articles owes to persons other than the purchaser who may acquire them.

It has long been the settled law of this country that in the case of articles dangerous *per se*, such as loaded fire arms, explosives and other things *ejusdem generis*, there is a special duty cast upon such manufacturer to warn not only the person with whom the contract is made but also such person who will necessarily handle them.

This principle is well illustrated in the case of *Anglo Celtic Shipping Co. Ltd.* v. *Elliott & Jeffery & Others*, 42 T.L.R. 297, where the plaintiffs who were owners of a steamship sent her to the first defendants, a firm of ship repairers, for the cleaning of the condenser and told them to use a cleaning fluid manufactured by the second defendants. This fluid, which was a secret preparation, and unknown to the plaintiff and the first defendants, contained properties which had a tendency to cause an explosion if it came in contact with the air, and an explosion having occurred, it was held that the second defendants were liable as the cleaning fluid was dangerous and the instructions issued with it failed to give any adequate warning.

There is also a similar duty to warn cast upon manufacturers who manufacture articles not in themselves dangerous, but are dangerous owing to some defect known to them and not disclosed to the purchasers on the ground that knowledge of the danger creates an obligation to warn and its concealment is in the nature of fraud, see *Donoghue* v. *Stevenson* [1932] A.C., p. 569, per Buckmaster, L.J.

Having dealt with the duty to warn we must next consider what duty is cast upon manufacturers of such articles to take care that there are no defects in their construction so as to make them liable to a third party.

Subject as hereinbefore mentioned it would appear with regard to both articles dangerous *per se* and articles dangerous, owing to some defect in their construction that a manufacturer owes no duty to a third party to take care that the article is carefully manufactured. This principle is well illustrated in *Blacker* v. *Lake & Elliott, Ltd.*, 106 T.L.R. 533, where the plaintiff was injured by the explosion from a brazing lamp which was manufactured by the defendants and by them supplied to a retail dealer from whom it was purchased by the plaintiff, it was held that the plaintiff could not recover damages, notwithstanding the fact that the defendants could have ascertained the defect had they exercised a greater degree of care in the choice of the workmen who made the lamps, Lush, J., stating "The manufacturer is no more bound as between himself and a stranger to take reasonable care in the manufacture of the article than if the chattel were not dangerous because the only duty the law imposes on him when a chattel belongs to a dangerous class is to disclose its true character."

On the other hand in *George* v. *Skivington*, L.R. 5 Ex. 1, where the defendant sold a bottle of hair wash, a chemical compound of ingredients known only to himself, and the wife of the purchaser, having sustained injuries to her hair in consequence of having used the hair wash, brought an action for damages, it was held that she could recover. This decision, apparently, was based upon the fact that the defendant knew that the hair wash was going to be used by the wife of the person who purchased same, Pigott, B., stating: "The case, no doubt, would have been very different if the declaration had not alleged that the defendant knew for whom the compound was intended. Suppose, for example, a chemist sells to a customer a drug, without any knowledge of the purpose to which it is to be applied, which is fit for a grown person, and that drug is afterwards given by the purchaser to a child and does injury, it could not be contended that the chemist was liable. That, however, is widely different from this case; for here, there is an express allegation that the defendant knew the purpose for which, and the person for whom, this compound was bought."

A more recent decision shows that where a manufacturer of food medicine or the like sells an article to a distributor in circumstances which prevent the distributor or the ultimate purchaser or consumer from discovering any defect, he is under a legal duty to the ultimate purchaser or consumer to take reasonable care that the article is free from a defect likely to cause injury to health, so that in *Donoghue* v. *Stevenson* [1932] A.C. 562, where the plaintiff drank a bottle of ginger beer manufactured by the defendant which a friend had bought from a retailer and given to her and which contained the decomposed remains of a snail, which were not and could not be detected until the greater part of the contents of the bottle were consumed which brought on a severe attack of gastro-enteritis, it was held that the plaintiff could recover, Lord Macmillan stating: "It may be a good general rule to regard responsibility as ceasing when control ceases. So, also, when between the manufacturer and the user there is interposed a party who has the means and opportunity of examining the manufacturer's product before he re-issues it to the actual user. But where, as in the present case, the article of consumption is so prepared as to be intended to reach the consumer in the condition in which it leaves the manufacturer, and the manufacturer takes steps to ensure this by sealing or otherwise closing the container, so that the contents cannot be tampered with, I regard this control as remaining effective until the article reaches the consumer and the container is opened by him."

It will be noticed that the decision in the last case applies only to articles of food, medicine and the like, and it will be interesting in the future to see whether our courts will extend the principle there laid down to other articles not coming within this category as has been the case in the United States of America, see *Macpherson* v. *British Motor Co.*, 217 N.Y. 382, where a plaintiff who had purchased from a retailer a motor car manufactured by the defendant company, and was injured in consequence of a defect in the construction of the car was held to be entitled to recover damages from the manufacturer.

In conclusion, in the recent case of *Otto* v. *Bolton & Norris* [1936] 2 K.B. 46, 80 Sol. J. 306, it was sought to extend the principle laid down in *Donoghue* v. *Stevenson*, *supra*, to a builder who builds a house for sale, and it was held in that case that there was no duty either to a future purchaser or the person who came to live in the house that it is well constructed and safe.

Company Law and Practice.

Convictions under the Companies Act, 1929.

There are a great many penalties imposed by the Companies Act, 1929, and it may well be of some interest to see how often these penalties are enforced. In the year 1935, as appears from the 45th General Annual Report of the Board of Trade, the Board of Trade took proceedings in 143 cases; 117 convictions were obtained, 16 cases were dismissed under the Probation of Offenders Act on payment of costs, 13 were dismissed, one of the defendants did not appear, one summons was not served, in one case proceedings were dropped, and four cases were withdrawn. All of these cases were apparently dealt with summarily, for the report goes on to state that in 1934 one defendant elected to be tried by jury and in 1935 was convicted and sentenced. This must have been in respect of an offence differing from most of those referred to below in that it must have been punishable on summary conviction by imprisonment for more than three months.

Section 366 of the Act provides that all offences under the Act punishable by any fine may be prosecuted under the Summary Jurisdiction Acts. It must be borne in mind in considering the figures given below that the 117 convictions were only in relation to 88 companies, but it does not appear whether one or two companies gave rise to a disproportionate number of convictions. Neither is the penalty inflicted stated.

There was one conviction under s. 34. This section provides that where a prospectus is issued without a copy being delivered for registration to the registrar, the company and every person who is knowingly party to such issue shall be liable to a fine not exceeding £5 a day until a copy is filed. There were two convictions under the next section, which imposes a fine not exceeding £500 for issuing a prospectus not complying with the provisions of the 4th Sched. or issuing applications for shares or debentures under such a prospectus.

Section 42, which imposes a fine not exceeding £50 a day during default in delivering a return of allotments or contracts constituting the allottees' title to shares not fully paid up, on the company or any person knowingly a party to the default, also afforded one conviction. It has been held that default here means a wilful continued neglect to do the act required: *Dorte* v. *S. African Superaëration*, 20 T.L.R. 425.

Convictions under s. 92, of which there were three, were all coupled with convictions under s. 144. The first of these sections imposes the obligation to have a registered office and to give notice of any change of address of the registered office to the registrar. The second of these sections imposes the obligation to keep a register of directors with particulars of them at the registered office, and to send to the registrar a return containing the particulars and to permit inspection of such register. Consequently it is not surprising that anyone convicted under s. 92 should also be convicted under s. 144, for if you have no registered office it is clearly impossible to keep a register of directors there. It does not appear from the report whether all these cases were in connection with the same company, or whether there was more than one company floating about during the year 1935 without a local habitation. The penalty for contravening the provisions of these sections is that the company and every officer who is in default shall be liable to a default fine, the maximum amount of which is not specified in the section. In such a case s. 365 applies, which provides that where a default fine is imposed and the section of the Act imposing it does not specify the maximum amount of such fine, it shall be a fine not exceeding £5 a day for the continuance of the default.

The second largest crop of convictions, namely, thirty-three, was afforded by s. 110, which imposes a default fine on the company and every officer of the company who is in default for contravening the provisions of this section and the two preceding ones, i.e., to forward the annual return to the registrar. By sub-s. (5) of this section, "officer" is defined as including any person in accordance with whose instructions or directions the directors of a company are accustomed to act. Persons on whose professional advice the directors are accustomed to act are expressly excluded from this definition by s. 380 (2). It seems, I think, clear that when this offence is proved, convictions may be obtained against the company, the secretary, and, presumably, at least one director, so that the thirty-three convictions may be assumed, but this is pure assumption, to be in respect of at the most eleven companies and possibly considerably fewer. Contravention of the provisions of s. 123 is apparently regarded by the legislature as a serious offence. This section provides that the directors shall lay before the company in general meeting once at least in every calendar year a profit and loss account, balance sheet and report, and any director who fails to take all reasonable steps to comply with the provisions of the section is liable on summary conviction to imprisonment for a term not exceeding six months or to a fine not exceeding £200. Six persons were convicted under this section, but whether the offences in the opinion of the court were committed wilfully, in the absence of which opinion, under the proviso in sub-s. (3) of the section, the offenders could not be sent to prison, does not appear.

No less than three undischarged bankrupts were convicted under s. 142 of acting as directors without the leave of the court. The penalty for this offence is on conviction on indictment imprisonment for not more than two years, or on summary conviction imprisonment for not more than six months or a fine not exceeding £500 or both. In the case of companies registered under the Companies Acts after the 22nd November, 1916, and not coming under the exemptions of s. 145, such company is required by that section to state the various particulars of its directors (present and former Christian names and surnames, nationality if not British, and nationality of origin if it is not the same as the nationality) on trade catalogues, business letters, etc., on which the company's name appears. If the company does not comply with these requirements every director is liable on summary conviction to a fine not exceeding £5, with a like penalty for every director, secretary or officer of a corporation who is a director and who is knowingly a party to the default. Under this section the third highest total of convictions, namely fourteen, was obtained. There were eight convictions under s. 181 for failure to submit a statement of affairs where a company has been wound up, or provisional liquidation has been approved, within fourteen days or such extended time as may be approved. The penalty on any person making such default without reasonable cause is a fine not exceeding £50 for every day during which the default continues. It is to be noted that r. 53 of the Winding Up Rules provided that any default in complying with the requirements of this section may be reported by the Official Receiver to the court, and it is presumably through these channels that the matter is brought to the notice of the Board of Trade to enable them to prosecute. Only one person was convicted of carrying on business under a name in which the word "Limited" or a contraction thereof is the last word. This is prohibited by s. 364, and the penalty for so doing is a fine not exceeding £5 a day for every day on which the name or title has been used.

The largest number of convictions during the year, namely forty, was under s. 284, all of which convictions were coupled with convictions under s. 310. Consequently all the persons so convicted must have been both liquidators and receivers or managers. The former section provides that where a company is being wound up (whether compulsorily or under supervision or not: *Stock & Share Auction Co.* [1894] 1 Ch. 736) and the winding up is not completed within one year, the liquidator shall send a statement to the registrar containing particulars as to the liquidation, and if he fails to do so, he renders himself liable to a fine not exceeding £50 for each day for which his default continues. Similar provisions are contained in s. 310 in the case of receivers and managers of the property of a company. They are required to send a statement to the registrar within one month after the period ofsix months from their appointment. The penalty for the failure to do so is a fine not exceeding £5 for every day during the period of default. The last section under which anyone was convicted was s. 308, and two people were so convicted. This section makes it necessary that where a receiver or manager has been appointed, every business letter, etc., sent by the company shall contain the statement that he has been appointed. If this is not done, every officer of the company, liquidator or receiver or manager who knowingly and wilfully authorises or permits the default shall be liable to a fine of £20, not, be it noted, a fine not exceeding £20.

Mr. Wilfred William Webb, solicitor, of Sanderstead, and of Laurence Pountney Hill, E.C., left £16,178, with net personalty £15,062.

A Conveyancer's Diary.

Liability of Lessee in respect of Restrictive Covenants affecting Landlord's Title.

I HAVE had to consider lately the extent of the protection given to a lessee under s. 44 (5) of the L.P.A., 1925, against liability for breaches of restrictive covenants affecting the landlord's title. In a great many, and, as time goes on, an increasing number, of cases the sub-section affords no protection at all.

In order to understand sub-s. (5) a reference must be made to the preceding sub-sections, and as they are short I may as well set them out as well as sub-s. (5). They are as follows :—

(2) Under a contract to grant or assign a term of years, whether derived or to be derived out of freehold or leasehold land, the intended lessee or assign shall not be entitled to call for the title to the freehold.

(3) Under a contract to sell and assign a term of years derived out of a leasehold interest in land, the intended assign shall not have the right to call for the title to the leasehold reversion.

(4) On a contract to grant a lease for a term of years to be derived out of a leasehold interest, with a leasehold reversion, the intended lessee shall not have the right to call for the title to that reversion.

(5) Where by reason of any of the three last preceding sub-sections an intending lessee or assign is not entitled to call for the title to the freehold or to a leasehold reversion, as the case may be, he shall not, where the contract is made after the commencement of this Act, be deemed to be affected with notice of any matter or thing of which, if he had contracted that such title should be furnished, he might have had notice.

I am concerned for the present purpose with a case where a freeholder whose land is subject to restrictive covenants, contracts to grant a lease of it and does not disclose to the intending lessee that such restrictive covenants exist.

In such a case the intending lessee being deprived of the right to call for the freehold title is not, under sub-s. (5), to be deemed to have notice of the restrictive covenants and of course it follows, is not bound by them.

Unfortunately, sub-s. (5) is likely in a great many cases to prove a broken reed and a lessee accepting a lease depending upon the protection of that sub-section, runs a serious risk of finding that, after all, there are restrictive covenants which are binding upon him although, in fact, he has had no notice of them and of the existence of which he has no means of finding out having regard to sub-s. (2).

In the first place, it may be that the restrictive covenants affecting the landlord's title were imposed or created since 1925 and have been duly registered as land charges under the L.C.A., 1925, s. 10 (1), Class D (ii). In that case the lessee will be deemed to have notice of the restrictive covenants by reason of the provisions of s. 198 (1) of the L.P.A., 1925, which enacts :—

> The registration of any instrument or matter under the provisions of the Land Charges Act, 1925, or any enactment which it replaces, in any register kept at the land registry or elsewhere, shall be deemed to constitute actual notice of such instrument or matter and of the fact of such registration, to all persons and for all purposes connected with the land affected, as from the date of registration or other prescribed date and so long as the registration continues in force.

Of course, if the restrictive covenants were created before 1926, the question of notice by registration would not arise, and the lessee would be protected from them by s. 44 (5) of the L.P.A.

So far, however, as regards restrictions imposed since the commencement of the L.C.A., 1925, which are or should be registered, the intending lessee is in a dilemna. He is confronted with two conflicting statutory provisions. He is not to be deemed to have notice under s. 44 (5) of the L.P.A., but he is deemed to have notice under s. 198 of the same Act.

It may be that, in framing s. 198, the draughtsman had in mind the fact that the register of land charges is open to all to inspect, and to anyone who may be affected by any instrument or thing appearing therein. Unfortunately, the registration is by names, and the lessee, who has no right to call for the title to the freehold, cannot know in whose names he should search. It is true that he may search in the name of the landlord himself, but that will not suffice, as the restrictive covenants may have been entered into by a predecessor in title of the landlord.

A similar difficulty arises where the landlord's title is registered under the L.R.A., 1925, and restrictive covenants are noted on the register.

Section 20 (1) of the L.R.A. provides that, in case of a freehold estate registered with an absolute title a disposition (including a lease) of the registered land for valuable consideration, confers, when registered, on the transferee or grantee an estate in fee simple or term of years expressed to be created in the land dealt with, but subject "to the incumbrances and other entries, if any, appearing on the register." And by sub-s. (3) the effect is the same, for the present purpose, if the land is registered with a possessory title.

Here again the intending lessee is in a quandary. He cannot call on the landlord to produce the land certificate or give him authority to inspect the register, and so has no means of ascertaining what "other entries" (including restrictive covenants) there may be upon it. But his lease is a disposition within the meaning of the L.R.A., and he must, therefore, take subject to any restrictive covenants which have been entered on the register.

Will s. 44 (5) of the L.P.A., 1925, protect the lessee against such restrictive covenants ?

There is, I think, a difference between this case and one where the land is not registered land, but the restrictive covenants are registered under the L.C.A.

Section 44 (5) of the L.P.A., only provides that the intending lessee shall not be deemed to have notice of any matter or thing which, if he had contracted that the landlord's title should be disclosed, he would have had notice.

It may be that s. 44 (5) would be held to protect the lessee notwithstanding the provisions of s. 198 of the L.P.A. The latter is of general application, whilst the former applies to the specific case of a lessee and would probably, therefore, prevail. There is, however, no authority on the point.

On the other hand, where the landlord's title is registered under the L.R.A., the question of notice does not arise. Under s. 20 of that Act the lessee takes subject to the entries on the register, whether he has notice or not, and s. 44 (5) of the L.P.A. would not seem to be any protection at all.

All this points to the importance of not entering into any contract to take a lease without providing for the production of the landlord's title.

No doubt if the intending lessee were to find out that there were restrictive covenants affecting the landlord's title, between the date of the contract and the granting of the lease, he could resist specific performance of the contract, because it would be the duty of the landlord to disclose the existence of the covenants (see *Cresswell* v. *Davidson* (1887), 56 L.T. 811), but after the lease had been granted it is difficult to see what remedy the lessee would have.

I am afraid that, in practice, landlords being what they are, it would generally not be possible for an intending lessee's solicitor to obtain disclosure of the landlord's title. I think, however, that in every case the solicitor for the lessee should at least enquire whether there are any restrictive covenants

or other matters affecting the land registered under the L.C.A., and whether the land is registered under the L.R.A., and if so, whether there are any entries on the register which affect the title, and obtain specific answers to those questions. If the landlord should refuse to answer, it seems to me that the only safe course for the intending lessee's solicitor to take is to inform his client of the risk that he runs and leave him to decide whether he will enter into the contract or not.

It is to be hoped that before long these uncertainties will be resolved by a judicial decision.

Landlord and Tenant Notebook.

Criminal Liability for Immoral Use of Premises.

In order to ascertain in what circumstances a landlord or a tenant may be liable to prosecution and conviction, under the Criminal Law Amendment Act, 1885, when the demised premises are used for the purposes of prostitution, it is necessary to examine with some care s. 13 of that statute. The first sub-section, which deals with the keeping, managing and assisting in the management of a brothel, does not directly affect landlords or tenants, but may be looked at because it contains judicially defined expressions which also occur in the other two sub-sections and because it indicates the principle upon which liability is imposed; it will be seen that knowledge and power to control, which are not specifically mentioned in sub-s. (1), are expressly made necessary ingredients in the other sub-sections. Of these, sub-s. (2) may be called, for present purposes, the "tenant" provision; sub-s. (3) the "landlord" provision.

The "tenant" provision makes it a criminal offence for any tenant, lessee or occupier or person in charge of any premises knowingly to permit them, or any part of them, to be used as a brothel or for the purposes of habitual prostitution.

It was held in *Siviour* v. *Napolitano* [1931] 1 K.B. 636 that the word "lessee" in this sub-section means one who occupies the premises, or part of the premises, complained of. Thus a tailor, who held a seven years' lease of a building and who used the ground floor only for his own business and let two of the other floors to women who used them for the purposes of prostitution, was held to be outside the scope of the provision. This conclusion was reached by applying the *ejusdem generis* rule, "lessee" being construed *ejusdem generis* with "occupier." I cannot help thinking that the same result would have been more satisfactorily attained by holding that the defendant was not proved to have "permitted" the prohibited user even if he had become aware of it. At all events, the factor of permission is one which has not yet received the attention it deserves; of which more later.

At this point I may observe that the "tenant" provision is the only one of the three which makes user for the purposes of habitual prostitution sufficient in itself. Both sub-ss. (1) and (3) deal with brothels only.

Passing, then, to the "landlord" provision of sub-s. (3), this makes it an offence for a landlord, a lessor or an agent of such to let any premises, or part of any premises, knowing that they will be used as a brothel, or to be wilfully a party to the continued use of the premises, or part of them, as a brothel.

The question what is meant by "premises" is of importance as well as the question what is meant by "a brothel." The latter has been held to mean the same as the common law expression "bawdy-house," namely, a place resorted to by persons of both sexes for the purpose of prostitution. It was held, or at all events agreed, in *R.* v. *Peiron* (1705), 2 Ld. Raym. 1197, that a lodger occupying one room in a house could be guilty of keeping a bawdy-house, and it was thought by some people that the effect of this decision was that one prostitute could constitute a place a brothel. This proposition was negatived by *Singleton* v. *Ellis* [1895] 1 Q.B. 607, a decision which has, of course, considerably cut down the effect of the Criminal Law Amendment Act, 1885, in so far as that statute was designed to put an end to prostitution.

At the same time, there is an authority on the meaning of "premises" under sub-s. (3) which would also be applicable to sub-s. (2), and which appears to have been somewhat neglected. The decision in question, *Durose* v. *Wilson* (1907), 71 J.P. 263, upheld the conviction of the porter of a block of eighteen flats, twelve of which were occupied by prostitutes, and used by them as such. The charge was one of being a party to the continued use of the premises, or a part thereof, as a brothel. It was proved that the defendant had frequently admitted prostitutes and men to the building between midnight and 2 a.m., and that it was part of his duty to evict undesirable tenants. The defence proved that the flats were separate and self-contained, being indeed separately assessed for rating purposes, and relied on *Singleton* v. *Ellis*, *supra*, as showing that there was no brothel. Two older authorities, *R.* v. *Barrett* (1862), 26 J.P. 803, C.C.R., and *R.* v. *Stannard* (1863), 28 J.P. 20, C.C.R., in both of which a court presided over by Pollock, C.B., had held that a landlord whose tenants, occupying separate rooms in the same building and known by him to be prostitutes using their rooms for their purposes, was not guilty of keeping and maintaining a bawdy-house. But, apart from the fact that the offence of being a party to continued user obviously differs from that of keeping and maintaining, it was not shown that the landlords in those cases had power to evict (otherwise than by giving and after giving notice to quit) as had the porter in *Durose* v. *Wilson*. Accordingly, the matter turned upon whether what the defence called "separate houses arranged vertically instead oi horizontally" could be "premises used as a brothel." It was held that they could, and that whether they were was a question of fact. Lord Alverstone's judgment used the figure of speech "nest of rooms," and, thinking no doubt of the six respectably occupied flats, his lordship said that "premises" in s. 13 (3) might involve more or less of a house. Darling, J., went as far as to suggest that the difference between use for habitual prostitution and use as a brothel were much the same thing, and that the landlord of a room used by one prostitute might be convicted under the section.

But perhaps the main difficulty confronting intending prosecutors under the two sub-sections is that of affirmatively proving permission under the "tenant" provision, foreknowledge or wilfully being a party to under the "landlord" provision.

There are no authorities directly in point; but there are decisions which should prove helpful. On the question of breach of an obligation not to permit, an analogy could be drawn with the facts of *Atkin* v. *Rose* [1923] 1 Ch. 532, in which a tenant who had failed to forfeit an underlease which he could have forfeited was held to have broken a covenant not to permit or suffer the particular user indulged in by the undertenant. P. O. Lawrence, J., said: "It cannot be affirmed, as a general proposition, that a covenantor under such a covenant is committing a breach of the covenant whatever the facts may be, unless he takes legal proceedings . . . In the present case, however, it is proved that the defendant X would have no defence to an action brought by the defendant Y . . . So long as the defendant Y abstains from taking the proper steps . . . he is permitting or suffering." In *Hobson* v. *Middleton* (1827), 6 B. & C. 295, Bayley, J., said that a covenant not to permit or suffer meant that the covenantor should "not concur in any act over which he had a control."

As to "wilfully being a party to continued user," a correspondent writing to the *Law Times* some three years after the passing of the Act (3rd November, 1888, 86 L.T.N. 113), reported a case in which a landlord who had repeatedly been told by (but had professed to disbelieve) neighbours of the

use to which his property was put was convicted at a Metropolitan police court. One can understand that the magistrate was satisfied as to the element of wilfulness, but little is said as to how, assuming the defendant had the knowledge which would make inaction wilful, he could have caused the use as a brothel to be discontinued. The letter mentions this point, observing that it was not proved that the defendant could have determined the tenancy without invoking the criminal law; personally, I wonder how that law could have helped at that date, as the Criminal Law Amendment Act, 1912, s. 5, which now enables a landlord summarily to determine a tenancy on the conviction of the tenant of permitting user as a brothel, was not in force. It was implied in the judgment of Bayley, J., in *Hobson* v. *Middleton*, *supra*, that assenting to what a covenantor could prevent would make the covenantor "knowing of and privy to" the act assented to; if omission to take steps to obtain possession of itself makes a landlord party to continued user as a brothel, it is going a little farther than that dictum warrants, but would be consistent with the scheme of the Criminal Law Amendment Acts, 1885 and 1912, read together.

Our County Court Letter.

LIABILITY FOR FLOOR COLLAPSE.

In a recent case at Henley County Court (*Silvey* v. *Maxwyte Distempers, Ltd.; Gilbert, third party*) the claim was for damages in respect of personal injuries sustained in the collapse of a floor. The defendants claimed an indemnity from the third party (the builder), and he counter-claimed £18 4s. from the defendants as the amount due for the erection of the floor. The plaintiff was a lorry driver's mate, and, on delivering some sacks of whiting to the defendants' premises, he was instructed to put them into a loft. Having placed about 1 ton 16 cwts. in position, the plaintiff was injured through the collapse of the floor, whereby he fell nine feet to the floor beneath. The defendants' case was that in April, 1936, they instructed the third party to erect a platform, to hold six tons. After the accident the joists holding the floor were found to be laid on a batten of wood, which was only fastened by three long nails, instead of being let into the framework of the building. The platform had since been rebuilt (free of charge) by the third party, and the battens had been bolted to the framework. The case for the third party was that he was not told what weight the floor was to carry, otherwise it would have been built differently. As constructed the floor would have held an evenly distributed weight up to five tons. His Honour Judge Cotes-Preedy, K.C., gave judgment for the plaintiff for £9 15s. special damages and £20 general damages, with costs. Judgment for a like amount was given in favour of the defendants against the third party, with costs. As the defendants had enjoyed the fruits of his work, since the floor was strengthened, judgment was given for the third party against the defendants for the amount due on the counter-claim, with costs.

DERMATITIS FROM FUR COAT.

In a recent case at Bristol Tolzey Court (*Smith* v. *Brown; Baker, Baker & Co. Ltd., third parties*) the claim was for damages for breach of warranty. The plaintiff's case was that she had bought a fur coat for £13 13s. from the defendant in December, 1935. Having had a clear skin all her life, she had dermatitis on the face and neck after wearing the coat once, and had a bad attack after wearing it a second time. Although a test upon a patch from the collar was negative, this was not conclusive as to the dye, which was volatile, nor as to any other irritants, which might not have been present in the particular analysed patch. The defence was that the plaintiff admitted having had seborrhea (dandruff) and she was therefore prone to seborrhœic dermatitis, which was different from the alleged "application dermatitis." The case for the third party (who supplied the coat to the defendant) was that a dormant condition of dermatitis was lit up by the friction of the fur coat or by the dye. As the plaintiff suffered from that condition, it was dangerous for her to wear a fur coat, but neither the defendant nor the third party was responsible for the consequences. Their only duty was to supply a coat reasonably fit for use by ordinary people who were not suffering from some particular condition or disease. The defendant and third party were not liable to insure the plaintiff against all damage which might possibly arise, from wearing the coat, owing to her pre-existing condition. The learned deputy judge, Mr. R. A. Gordon, K.C., was satisfied that, although the plaintiff might previously have had slight hair trouble, the irritation and dermatitis had been caused by the fur coat in the first instance. Her condition might have become worse, owing to the attack of seborrhœic dermatitis, but it was significant that she had never before had any skin complaint. Judgment was given for the plaintiff for £14, the agreed amount of special damage, and for £36 as general damages for seven weeks' illness, with High Court costs. Judgment was also given for the defendant against the third party for a similar amount, with costs.

Obituary.

Sir WALTER SHAW.

Sir Walter Sidney Shaw, former Chief Justice of the Straits Settlements, died at his home at Wimborne on Saturday, 24th April, at the age of 74. He was educated at Brighton College and Trinity College, Cambridge, and was called to the Bar by the Middle Temple in 1888. He joined the Colonial Legal Service in 1906, and in the following year became Chief Justice of St. Vincent. He was appointed Chief Justice of British Honduras in 1912, a Puisne Judge of the Supreme Court of Ceylon in 1914, and Chief Justice of the Straits Settlements in 1921. He received the honour of knighthood in 1921, and he retired in 1925.

Mr. W. MAW.

Mr. Walter Maw, solicitor, a partner in the firm of Messrs. Ascroft, Maw, Shimeld & Clayton, of Oldham, died at his home on Sunday, 25th April, in his 85th year. Mr. Maw was admitted a solicitor in 1882.

Reviews.

The Stock Exchange Official Year-Book, 1937. Crown 4to. pp. ccxxxii and 3617. London: Thomas Skinner & Co. £3 net.

The Official Year-Book for 1937, which has been compiled and edited by the Secretary of the Share and Loan Department of the Stock Exchange, has more pages than ever before. It contains notices of fifty-nine Government and municipal loans and 428 companies which were not in the previous edition. Fixed and unit trusts have now been segregated into a separate section in order to facilitate reference. Another new addition is a list of the British statutory companies which are dealt with in the book. There is, as usual, a review of legal decisions affecting companies during the past year, and also a chapter on the finances of India, lists of members of the various Stock Exchanges, several tables of statistics, and a section of general information. The supplementary index, which contains references to defunct and other companies no longer included in the volume, is obtainable from the publishers at 2s. 6d. per copy.

Urlin's Law of Trusts and Trustees. Seventh Edition, 1936. By A. CARRERAS, LL.B., of Lincoln's Inn, Barrister-at-Law. Crown 8vo. pp. xvii and (with Index) 156. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

This is a work well known to students, and the fact that it has run into a seventh edition speaks well for its popularity. The present edition is an improvement upon its predecessor in that it contains new material dealing with the nature of strict settlements and trusts for sale and a review of recent decisions under the Trustee Act, 1925.

Guide to the Tithe Act, 1936. By A. H. COSWAY. 1937. Crown 8vo. pp. x and (with Index) 102. London: Sir Isaac Pitman & Sons, Ltd. 5s. net.

The object of this volume is to define in clear and intelligible language the respective positions of the tithe-payer and tithe-owner and to explain their duties under the Act and the legal effect of the substitution of annuities for tithe and the allocation of stock in lieu of payments in cash. The volume should find wide appreciation.

Books Received.

The Law of Trusts. By GEORGE W. KEETON, M.A., LL.D., of Gray's Inn, Barrister-at-Law. Second Edition. 1937. Royal 8vo. pp. lii and (with Index) 412. London: Sir Isaac Pitman & Sons, Ltd. 25s. net.

The Scots Digest, 1935 *to* 1936. Edinburgh: W. Green & Son, Ltd. Price 10s.

On this Evidence. By E. P. LEIGH-BENNETT. A Study in 1936 of the Legal & General Assurance Society since its formation in 1836. London: The Legal & General Assurance Society, Ltd.

The Shops Acts, 1912 *to* 1936. By W. E. WILKINSON, LL.D. (Lond.), a Solicitor of the Supreme Court. Second Edition, 1937. Demy 8vo. pp. xxiii and (with Index) 246. London, Liverpool, Glasgow, and Birmingham: The Solicitors' Law Stationery Society, Ltd. 15s. net.

Rubber Facts and Figures. No. 50. April, 1937. London: Fredc. C. Mathieson & Sons. 2s. net.

"Taxation" Key to Income Tax. Second Edition, 1937. Demy 8vo. pp. 160. London: Taxation Publishing Co., Ltd. 3s. 6d. net, post free.

Cases on International Law. Vol. II—War and Neutrality. By PITT COBBETT, M.A., D.C.L. (Oxon). Fifth Edition, 1937. By WYNDHAM LEGH WALKER, M.A., LL.B., of Gray's Inn, Barrister-at-Law. Demy 8vo. pp. xxxix and (with Index) 598. London: Sweet & Maxwell, Ltd. 25s. net.

Blackwell's Law of Public and Company Meetings. Eighth Edition, 1937. By CHARLES E. SCHOLEFIELD, of the Middle Temple, Barrister-at-Law, and RICHARD ISDELL-CARPENTER, B.A., of Gray's Inn, Barrister-at-Law. Crown 8vo. pp. xxix and 248 (Index, 23). London: Butterworth and Co. (Publishers), Ltd. 6s. net.

Speaking after Dinner. By C. KENT WRIGHT, Town Clerk of Stoke Newington. Illustrations by BARBARA MORAY WILLIAMS. 1936. Crown 8vo. pp. (with Index) 276. London: George Allen & Unwin, Ltd. 6s. net.

Report of the Commissioners of Prisons and the Directors of Convict Prisons for the year 1935. April, 1937. London: H.M. Stationery Office. 2s. net.

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To-day and Yesterday.

LEGAL CALENDAR.

26 APRIL.—Dr. Smethurst was one of the most unpleasantly brazen individuals who have ever figured in the criminal calendar. Having made the acquaintance of a lady of forty-two, possessed of some hundreds of pounds, he bigamously married her in December, 1858. On the 1st May, 1859, she made a will in his favour, and two days later she died in such circumstances that with the full approval of Chief Baron Pollock, who tried him, he was convicted of murder. Legal and medical controversy arose, however, and he obtained a free pardon, though he was afterwards sent to prison for bigamy. On the 26th April, 1862, Sir Cresswell Cresswell, the Probate judge, was reluctantly obliged to uphold the will made in his favour, under which he had the temerity to claim.

27 APRIL.—On the 27th April, 1809, Alexander Davidson a profiteer of the Napoleonic War period, received sentence in the Court of King's Bench. Employed by the Government to purchase stores for the military forces at a commission of 2½ per cent., he had fraudulently sold the army his own goods, thereby illegally amassing over £18,000. The fact that he had paid his ill-gotten gains into the Exchequer after his prosecution must have weighed with Mr. Justice Grose, since for this crime, which he described as "founded in a dishonourable thirst for lucre, aimed at the vitals of the State and affecting the interests of all ranks of persons," he gave but twenty-one months' prison.

28 APRIL.—*Tomlins* v. *Upham*, heard in the Vice-Chancellor's Court on the 28th April, 1838, excited much merriment. A spinster had left an annuity of £10 "to provide a suitable income for the life of a favourite tom-cat named Blucher." The annuitant, being now dead, it was sought to have the stock securing the annuity transferred. Counsel said he could not produce a burial certificate, but he hoped the affidavit of a disinterested party would be sufficient to prove death. The Registrar suggested that no order should be made, as only a single death was deposed to, whereas a cat had nine lives. The judge said he felt the weight of the observation, but that the cat having died once must be held for ever *civiliter mortuus*.

29 APRIL.—On the 29th April, 1934, the first flicker of Trade Unionism in France was put out at the trial before the Tribunal of Correctional Police of twenty members of the Société des Droits de l'Homme for inciting workmen to form combinations against their masters. The position of the accused ranged from medical men to shoemakers. The case lasted several days, and, in the end, eight men were found guilty, being sentenced to terms of imprisonment varying from three years to six months.

30 APRIL.—On the 30th April, 1625, there died Sir Lawrence Tanfield, Chief Baron of the Exchequer, who gave his name to Tanfield Court.

1 MAY.—Sir Gilbert Elliot, a judge of the Court of Session, died on the 1st May, 1718. He enjoyed two distinctions unusual in a judge, for he had been sentenced to death in his absence for his part in the Earl of Argyll's rising in 1685, and he had failed in his first attempt to pass his examination for admission to the Faculty of Advocates. It was in 1705 that he became a judge as Lord Minto.

2 MAY.—The execution of Greenacre, the murderer, at the Old Bailey on the 2nd May, 1837, drew a packed and clamorous multitude to the scene. During the preceding night there were never less than 2,000 people in the street. Some remained all the time clinging to lamp-posts. Windows were at a premium. Yells, hisses and groans burst from the crowd when he appeared, totally unmanned, and his only words were: "Don't leave me long in the concourse." The spring was touched and he died without a struggle.

THE WEEK'S PERSONALITY.

Filling a chapel in the quiet parish church of Burford, in Oxfordshire, stands a great tomb, coloured and richly fashioned in the manner of the early seventeenth century, just before elaborateness became mere pompous ostentation. On it is written "Here lyeth interrd Sr Lawrence Tanfield, Kt. sometime one of ye Justices of His Majesty's Bench and late Lo. Chief Baron of ye Exchequer who continued in those places of Judicature 20 years wherein he survived all the judges in every Bench at Westminster." From Burford to the Temple is a long way, but this is he whose name survives in Tanfield Court, where he had his chambers, and which before his time was known as Bradshaw's Rents. He had a high reputation among his contemporaries, and one knows not how far to give credit to the insinuations of corruption which tarnish not only his name, but also that of his wife. It was alleged that she took bribes to influence her husband's decisions. In Burford Church they lie side by side, their coloured effigies above them, and in the stone the measured verse still records his praise:

"Not this small heap of stones and straightened roome,
The Bench, the Court, Tribunal are his tombe,
Whose merits early raised him and made good
His standing there where few so long have stood."

JURORS TAKE A HOLIDAY.

A Chicago jury recently got itself into serious trouble when, becoming bored with long deliberations, they went for a tour of the city's night-clubs, accompanied by the bailiff, who was supposed to keep them in seclusion. The judge, hearing of this burst of irresponsibility, committed them for contempt and gave the jury bailiff six months' imprisonment. Clearly jury service in America has bigger possibilities than in England. One remembers the stir caused during the trial of Macrae for murder at the Northampton Assizes, the consternation caused by the absence of a juror who had slipped out to post a letter and gone home to lunch, a mild frolic which cost him a £50 fine and caused the postponement of the case, after a stern rebuke from Kennedy, J. I believe there is no record of the reactions of Gould, J., when, on noticing the absence of a juror, he was told by one of the remaining eleven: "Please you, my lord, he has gone away about some other business, but he has left his verdict with me."

FATHER AND SON.

During a Chancery case recently, Mr. Justice Farwell recalled that one of his bitterest disappointments at the Bar had been an attempt to support a *donatio mortis causa* before his father, adding: "I've always believed to this day that it was the relationship between the counsel and the judge that defeated me." Such Brutus-like detachment from the claims of kindred must take determination to acquire. In other branches of the administration of justice it has not always been pre-eminent. Thus, when, about a century ago, a certain Mr. Hobler was clerk to the City of London magistrates, there was a young solicitor in great demand among the thieves brought before the court, for he was uniformly successful in getting them off. He was Mr. Hobler, junior, the son of the clerk to the court. The felons, his clients, used to say: "If you want to get off employ him as your solicitor. The old man gives the decision of the court. Employ the son and the father will see you get away!"

In order to relieve the congestion caused by the lack of traffic rules in the Temple a one-way traffic system has been introduced. Between 9.30 a.m. and 7 p.m., except on Sundays and during the Long Vacation, Middle Temple Lane will be a one-way street, and all traffic must enter from the Embankment or Tudor Street and leave by the Fleet Street gate.

Notes of Cases.

Judicial Committee of the Privy Council.

In re **All Hallows, Lombard Street.**

Lord Sankey, Lord Blanesburgh and Lord Alness.
9th February, 1937.

ECCLESIASTICAL LAW—UNION OF BENEFICES—OPPOSITION—"PERSON INTERESTED"—PRELIMINARY OBJECTION—NEED FOR DISPOSAL BEFORE HEARING OF APPEAL—UNION OF BENEFICES ACT, 1860 (23 & 24 Vic. c. 142), s. 16.

Appeal by the Corporation of London against a scheme proposed by the Ecclesiastical Commissioners for England, in pursuance of the Union of Benefices Acts, 1860 and 1898, for effecting the union of the benefices of St. Edmund the King with St. Nicholas Acons, and the benefice of All Hallows, Lombard Street, with St. Benet Gracechurch, St. Leonard Eastcheap and St. Dionis Backchurch. The scheme involved the demolition of All Hallows Church and the sale of the site, and also, *inter alia*, the appropriation of the font, sacramental plate and other furniture used in the church of All Hallows (if not required for use in the parish church of the united church) by the Bishop of London for use in a new church, proposed to be erected on some spot within the diocese of London.

The scheme was opposed also by certain learned societies, and by a Mr. P. A. Molteno, formerly a parishioner of All Hallows Church, who petitioned jointly with the corporation.

At the opening of the appeal a preliminary objection was raised by the Commissioners, who contended that the learned societies and Mr. Molteno were not competent to appear in opposition as not being persons interested within the meaning of s. 60 of the Act of 1860, and that neither the societies nor Mr. Molteno, who was no longer a parishioner, had any *locus standi*.

LORD SANKEY, giving the judgment of the Board, said that the course which the case had taken precluded the Commissioners from relying on their objection, for it was provided by an Order in council of the 28th May, 1936, that the appeal, petition and objection should be considered by the Judicial Committee. The petition referred to in the order was that of the societies, and the objection was Mr. Molteno's. Their lordships were therefore of opinion that they were bound to hear both the petition and the objection, as well as the appeal by the City of London. In future, in cases of that character, the Order in council should make provision to enable a respondent to take a preliminary point should he so desire, and an opportunity should be afforded to have that point disposed of before the hearing of the main appeal. Otherwise a party would be put to the expense of preparing his case on the main appeal, only, perhaps, to find, on a preliminary objection, that he was not an interested party. As to the merits, the main question to be determined in the appeal was whether the church of All Hallows ought to be demolished, its site sold, and its contents either appropriated to another church or other churches, or sold, or disposed of; or whether, on the other hand, the church, together with its contents, ought to be retained in its present position and used as a church as heretofore. The Union of Benefices Act, 1860, no doubt created a difficult and distasteful jurisdiction. No one would desire to order a church to be demolished and its site to be sold, but the jurisdiction existed, and the Act of Parliament was an answer to those who contended that no church should ever be demolished and no consecrated site ever sold for secular use. Having considered the proposals and circumstances in detail, their lordships said that they thought that on balance it was in the interests of religion that the scheme should go forward. On the merits he was of opinion that it should be affirmed.

COUNSEL: *H. B. Vaisey*, K.C., and *W. S. Wigglesworth*, for the City Corporation; *Humphrey King*, for the learned

societies; *Michael E. Rowe*, for Molteno; *F. J. Wrottesley*, K.C., and *F. H. L. Errington*, for the Ecclesiastical Commissioners.

SOLICITORS: *The City Solicitor; Horne & Birkett; Markby, Stewart & Wadesons; Milles, Jennings White & Foster.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Macleay *v.* **Treadwell.**

Lord Blanesburgh, Lord Maugham, Lord Salvesen, Sir John Wallis and Sir Lancelot Sanderson. 12th February, 1937.

NEW ZEALAND—WILL—DEVISE OF REAL ESTATE—"HEIR AT LAW"—MEANING—REAL ESTATES DESCENT ACT (No. 84 OF 1874), ss. 3, 18—ADMINISTRATION ACT (No. 49 OF 1879), ss. 6, 10—ADMINISTRATION OF ESTATES ACT (No. 3 of 1908), ss. 4, 11.

Appeal from a decision of the Court of Appeal of New Zealand (Smith, Johnston and Fair, JJ., Myers, C.J., and Reed, J., dissenting).

A testator, by his will made in 1891, devised his real estate to trustees on trust to pay the rents, profits and emoluments to his brother, Alexander, and Alexander's son, John, in equal shares for their absolute use, and, on the death of either, to pay the whole of those rents, etc., to the survivor for his absolute use; on a further trust to transfer, twenty-one years after the death of the survivor, the whole of the testator's real estate to that survivor's "heir at law"; and on further trust, until that transfer, to pay those rents, etc., after the survivor's death to the heir at law's absolute use. The will having been proved in 1895, Alexander and John survived. Alexander died first, John, the "survivor" under the will, dying in 1931. He left him surviving his second wife, with seven sons and daughters of both marriages. The appellant, the eldest son, contended that he was the survivor's heir at law, and claimed immediate conveyance of the real estate. The statutory next of kin, other than the appellant, contended that the term "heir at law" meant persons who would be entitled under the Administration Act, 1879, to any real estate of an intestate, and that all of them were accordingly the "heir at law" referred to in the will. The trustees took out an originating summons to have the matter determined.

LORD BLANESBURGH said that, in the circumstances, the New Zealand heir at law of the survivor, and no other, must be taken as the heir selected by the testator as the ultimate devisee. It was agreed that, if the will had been executed before the Real Estates Descent Act, 1874, the survivor's heir at law must have been the appellant as his eldest son. That must still, in New Zealand, be the effect of the will unless it was displaced by the Act of 1874 and the Administration Act, 1879, which superseded it. The basic law of succession to real estate in New Zealand was the old common law of England, as modified by the Inheritance Act, 1833, which was part of the law of New Zealand and, never having been repealed there, still remained in force except as modified by any subsequent dominion enactment. The legislation of 1874 and 1879 provided that, in cases of intestacy, realty was to devolve like personalty, and it was contended that that operated in New Zealand to deprive of its content the term "heir at law" previously in use, and to attach to that expression when found in a will made, say, in 1891, the meaning which, before that legislation, would have attached to the expression "statutory next of kin." The Acts of 1874 and 1879, and the Administration of Estates Act, 1908, appeared to show clearly that they had in New Zealand not put an end to the common law heir at law. It merely resulted that he should not ultimately take beneficially as heir. Even, however, if the conclusion of the majority of the Court of Appeal could be accepted, it was, in this will, displaced by other provisions inconsistent with it. On the true construction of the will, it was to the appellant, as New Zealand heir at law of his father, "the survivor," that the testator's real estate now passed. That being so, it was now agreed that he was entitled to an immediate conveyance from the trustees of the whole of the testator's real estate.

COUNSEL: *Fergus Morton*, K.C., and *G. P. Slade*, for the appellant; *Henn Collins*, K.C., *Currie* and *Stanton* (both of the New Zealand Bar), for the respondents.

SOLICITORS: *Coward, Chance & Co.; Wray, Smith & Halford.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Court of Appeal.

Appenrodt *v.* **Central Middlesex Assessment Committee.**

Lord Wright, M.R., Romer and Scott, L.JJ.
17th and 18th February and 23rd March, 1937.

RATING AND VALUATION—LICENSED PREMISES—MONOPOLY VALUE—PAYMENT FOR—ANNUAL INSTALMENTS—WHETHER A TENANT'S WORKING EXPENSES—LICENSING (CONSOLIDATION) ACT, 1910 (10 Edw. 7, and 1 Geo. 5, c. 24), s. 14 (1).

Appeal from the King's Bench Division (80 SOL. J. 574).

A hotel standing in its own grounds had bedroom and restaurant accommodation for visitors, besides a public restaurant, ball-room and brasserie. It was fully licensed for the sale of intoxicating liquor. There were no comparable premises in the neighbourhood. In April, 1932, the owner and occupier applied for a new justices' on-licence in respect of the hereditament which was granted pursuant to the Licensing (Consolidation) Act, 1910, s. 14 (2), for a term of five and a quarter years, a condition being attached pursuant to s. 14 (1) that he should pay as the monopoly value of the hereditament £3,000 by five equal annual instalments. An assessment was made upon him without taking these payments into account. The Divisional Court held that they should not be taken into account.

LORD WRIGHT, M.R., dismissing the ratepayer's appeal, said that on the basis of the proper deductions from the gross value as defined by the Rating and Valuation Act, 1925, s. 68, he agreed with the reasoning which followed the construction adopted in *Waddle* v. *Sunderland Union* [1908] 1 K.B. 642, and treated the payments under s. 14 (2) of the Licensing Act as payments which, under the hypothetical tenancy, fell on the landlord and did not affect the rent that the tenant would have to pay. But looking at the matter in a different way, the character of such a payment had been discussed in *R.* v. *Customs and Excise Commissioners* [1914] 2 K.B. 390, at p. 397, and the justices had to fix a lump sum to be ascertained once and for all, though they might say whether it was to be paid in one sum or by instalments. His lordship referred to *R.* v. *Customs and Excise Commissioners* [1913] 3 K.B., at p. 497, and *Inland Revenue Commissioners* v. *Truman Hanbury Buxton & Co. Ltd* [1913] A.C. at p. 658. The capital payment was based on the value of the premises and had nothing to do directly with annual value or rent. In a case like the present, though the payment concerned the market value of the hereditament, it was limited to the number of years for which the new on-licence was granted. A further similar charge for a further period of monopoly value might be imposed, it seemed, at the expiration of the term. But the payment was to be estimated as representing the difference for the relevant purpose between the market value of the premises as licensed and as unlicensed. The gross value on which the hypothetical tenant's rent was ascertained was, in the case of licensed premises, their gross value as licensed premises for use as such. It was time that the annual charge of the Excise licence was payable by the tenant, and was to be taken into account as a deduction against the gross value in ascertaining the rateable value. That charge might properly be charged as part of his annual expenses by the hypothetical tenant who was notionally a tenant from year to year, but the payment representing increased value of the premises when licensed was different. The monopoly value was an element in

the value on which the rent was paid. In the rent the hypothetical landlord got the benefit of that value. It was reasonable that he should pay the cost of that monopoly value, just as much as that of any other element of value in the hereditament which he let. The hypothetical tenant who enjoyed from year to year the monopoly value in the sense of earning profits would pay in the rent what corresponded to the annual value of that monopoly value. His occupation would be valuable accordingly, and the value would be included in the rateable value, the rate being one on beneficial enjoyment from occupation.

ROMER and SCOTT, L.JJ., agreed.

COUNSEL: *Carr*, K.C., and *Harold Williams*; *F. Tucker*, K.C., *M. Rowe* and *Tottenham*.

SOLICITORS: *Rye & Eyre*; *Blundell, Baker & Co.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

Cooper *v.* **Wilson and Others.**

Greer and Scott, L.JJ., and Macnaghten, J.
26th, 27th and 30th November, 1st, 2nd and 3rd December, 1936, and 23rd March, 1937.

POLICE—CONSTABLE—DISMISSAL—CHIEF CONSTABLE AND WATCH COMMITTEE—RESIGNATION—RATEABLE DEDUCTIONS—RIGHT TO RETURN—TOWN POLICE CLAUSES ACT, 1847 (10 & 11 Vict. c. 89), s. 10—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 Vict. c. 50), s. 191—POLICE PENSIONS ACT, 1921 (11 & 12 Geo. 5, c. 31), s. 20—POLICE APPEALS ACT, 1927 (17 & 18 Geo. 5, c. 19), s. 1.

Appeal from a decision of Singleton, J.

The plaintiff joined the Liverpool police force in 1919, and became a sergeant in 1933. On the 27th July, 1933, he handed in the statutory month's notice of resignation. On the 8th August, charges of offences against discipline were made against him, and on the 14th August, after an inquiry, the chief constable purported to dismiss him. From this sentence he appealed, and on the 29th August, after his resignation had become operative, the Watch Committee, at a meeting at which the chief constable was present, purported to dismiss the appeal. It also refused to repay him the accumulated rateable deductions from his pay, amounting to £116 13s. 6d. He now claimed a declaration that he had not been validly dismissed, and that he was entitled to recover the deductions. Singleton, J., gave judgment for the defendants.

GREER, L.J., allowing the plaintiff's appeal, said that by s. 10 of the Town Police Clauses Act, 1847, a constable could resign on giving a month's notice, and also referred to the Municipal Corporations Act, 1882, s. 191, the Police Pensions Act, 1921, s. 20, and the Police Appeals Act, 1927. The Watch Committee had not power to dismiss a constable who had already terminated his service by resignation. The order dismissing him was a nullity. His lordship added that it seemed further that the plaintiff was entitled to complain of the chief constable's presence while the Watch Committee were deliberating, as invalidating the decision arrived at.

SCOTT, L.J., agreed, and MACNAGHTEN, J., dissented.

COUNSEL: *Wooll* (*Heriot-Hill* with him); *Fyfe*, K.C., and *F. E. Pritchard*.

SOLICITORS: *Teff & Teff*, agents for *Alfred Bieber & Bieber*, of Liverpool; *F. Venn & Co.*, agents for *Walter Moon*, Town Clerk, Liverpool.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Carey and Another *v.* **Leith.**

Farwell, J. 11th March, 1937.

CONTRACT—AGREEMENT TO PURCHASE LEASE—CONDITION—SUBJECT TO APPROVAL BY PURCHASER'S SOLICITOR—REFUSAL TO APPROVE—BONA FIDE—WHETHER CONTRACT ENFORCEABLE.

The executors of the holder of a lease for twenty-five years from 1925, at £360 a year, were desirous of selling it. The premises were an hotel where the deceased had carried on business. In 1936, a purchaser agreed to buy it, paying a deposit of £150, the purchase price being a further £1,350. The vendors undertook to furnish a proper title. The agreement was made conditional on the landlords granting a further lease for ten years. The purchaser agreed not to require the production of the lessor's title or any evidence of prior title to the lease. The agreement was made contingent on the landlord's consent to the assignment. It was also subject "to the purchaser's solicitors approving the lease." The agreement was in writing. In September, 1936, the purchaser's solicitors wrote saying that they were unable to approve the lease, and that their client would not proceed further in the matter. Subsequently, they specified certain terms and covenants of which they disapproved. The vendors brought an action for specific performance.

FARWELL, J., in giving judgment, said that the document which the purchaser's solicitors were to approve was the lease, a document already in existence, which neither of the parties had power to alter or vary. It was argued that the contract was enforceable because the solicitors ought to have approved it, that by not approving it they must be taken to have acted unreasonably and that consequently the condition must be treated as fulfilled. But the contract was conditional on their approving the lease, and unless that approval was obtained there was no enforceable contract. The effect of the condition was that it was the purchaser's solicitors who were to determine whether the lease was one of which they approved. *Primâ facie*, their disapproval ended the matter. It was said, however, that if they could be shown to have acted unreasonably the contract must be treated on the footing that the condition had been fulfilled. His lordship considered *Chipperfield* v. *Carter*, 72 L.T. 487; *Hussey* v. *Horne-Payne*, 4 App. Cas. 311, at p. 322; *Hudson* v. *Buck*, 7 Ch.D. 683, at p. 687; *Clark* v. *Wood*, 9. Q.B.D. 276, at p. 279, and *Curtis Moffat Ltd.* v. *Wheeler* [1929] 2 Ch. 224, at p. 233, and said that in those cases "unreasonable" meant where the solicitors were not acting in good faith, or where their reasons for disapproval were patently absurd. It was not for the court to hear evidence from the solicitors with regard to the view they took of the matter. The court had to look at the document, and if the disapproval could be *bonâ fide* and without unreasonable conduct, it was bound to say that the condition had not been fulfilled. The action must be dismissed and the deposit returned to the defendant.

COUNSEL: *J. A. Bell*; *J. Reid*.

SOLICITORS: *E. C. Kilsby & Son*; *Courtenay, Croome & Finch*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re **T. N. Farrer Ltd.**

Simonds, J. 24th March, 1937.

COMPANY—PRIVATE COMPANY—GOVERNING DIRECTOR—TERMS OF APPOINTMENT—FOR LIFE OR TILL RESIGNATION OR REMOVAL—SERVICES DISPENSED WITH ON VOLUNTARY WINDING-UP—WHETHER ENTITLED TO COMPENSATION FOR LOSS OF OFFICE.

In 1918 a private company was incorporated to acquire a business carried on by one, Jell, under the name of Farrer. He was a signatory of the memorandum of association, and practically the whole of the issued capital of £2,100 was allotted to him. The articles of association provided that, notwithstanding cl. 77 of Table A, he should be a governing director for life or till he should resign or be removed by special resolution, and that his remuneration as such should be £300 a year. Till October, 1934, he acted as such and then an extraordinary resolution for voluntary winding-up was passed, joint liquidators being appointed by the company and its creditors. In 1935 Jell assigned to the present applicants all moneys owing to him by the company. They

now presented a proof in the liquidation claiming £3,300 compensation for loss of office as a governing director.

SIMONDS, J., in giving judgment, said that Jell held office as governing director on the terms of the articles. The effect of the liquidation determined his contract of service (see *Fowler* v. *Commercial Timber Co. Ltd.* [1930] 2 K.B. 1). The articles made it clear that performance of the contract was conditional on the continued existence of the company. *In re South Western of Venezuela (Barquisimeto) Railway Co.* [1902] 1 Ch. 701, was inconsistent with the claim. Assuming the terms of the contract were contained in the articles they must include the term that the governing director could be removed by special resolution. The company could dismiss him at any moment and no damage was recoverable.

COUNSEL: *Christie*, K.C., and *J. Strangman*; *Harman*, K.C., and *J. Lindon*.

SOLICITORS: *Langford, Borrowdale & Thain*; *Robinson & Bradley*.

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Wyatt *v.* Guildhall Insurance Co. Ltd.

Branson, J. 11th February, 1937.

INSURANCE—MOTOR CAR—"EXCLUDING USE FOR HIRING"—PLAINTIFF CARRIED BY OWNER FOR REWARD—ISOLATED TRANSACTION—ACCIDENT—INSURER'S LIABILITY—ROAD TRAFFIC ACT, 1930 (20 & 21 Geo. 5, c. 43), ss. 35, 36—ROAD TRAFFIC ACT, 1934 (24 & 25 Geo. 5, c. 50), s. 10.

Action to recover money by virtue of s. 10 of the Road Traffic Act, 1934.

In September, 1935, the plaintiff was in a motor car, owned and driven by one Wilcox, when an accident occurred in which the plaintiff sustained injuries for which, in an action brought in the county court, he recovered from Wilcox £79 damages and a further sum in respect of various costs. The total amount of that judgment was the sum now claimed by the plaintiff against the defendants, with whom Wilcox at the material time had a motor car insurance policy. The material provision of the policy was: "Description of Use.—Use for social domestic and pleasure purposes . . . *excluding* use for hiring. . . ." The plaintiff came to be travelling to London in Wilcox's car because, through a friend, he had accepted an offer by Wilcox to take him to London by car for 25s., as he, Wilcox, happened to be driving to London at the time. This was an isolated transaction. Wilcox was not in the habit of using his car in that way. By s. 35 (1) of the Road Traffic Act, 1930, a person must not use a car on the road unless there is in force in relation to that user a policy covering third-party risks. Section 36 (1), in providing what a policy must cover in order to comply with the Act, says that it need not cover liability to persons "being carried" in the vehicle, "except in the case of a vehicle in which passengers are carried for hire or reward." Section 10 of the Act of 1934 makes provision with regard to the recovery of judgments obtained in respect of any such liability as is required to be covered by a policy under s. 36 of the Act of 1930. The defendants denied liability to indemnify Wilcox.

BRANSON, J., said that it was argued for the plaintiff, firstly, that he was, in the circumstances, a passenger "for reward," but that the car was not excluded from the cover of the policy, because the car was not used "for hiring." It was argued for the defendants that, if the position was such as to bring down on Wilcox the obligation (under the exception to the proviso to s. 36) to have a policy covering passengers, that position must be excluded by the policy issued by the defendants. The question on the policy turned on whether it could be said that the word "hiring" had to receive a strict and restricted meaning, so that it would not apply to carrying a person "for reward." The policy was, by the use of the exception coupled with the obligation of the statute, keeping the indemnity limited to "social, domestic or pleasure purposes," that was to say, purposes in which persons being carried as passengers were not in a position to make claims against the insurance company. It would, therefore, be wrong to say that the car on the day in question was being used for "social, domestic or pleasure purposes," and not for hiring, and the action failed on that point. With regard to the Act of 1930, in his (his lordship's) opinion, s. 36 (1) applied to vehicles which were normally used for hire or reward, and the mere fact that on an isolated occasion the owner of the car took some reward—not necessarily a monetary reward—from a passenger was not intended to subject him to a penalty if he had not got a policy covering liability to that passenger. It was possible in the turn of the language to see the distinction between "persons being carried" on a particular occasion and vehicles in which passengers "are carried" habitually. The exception must be read as a clause by itself, and not as joined to the language at the end of the proviso "at the time of the occurrence." The proviso applied without the exception, and the action failed also on the statute.

COUNSEL: *Gilbert Paull*, for the plaintiff; *H. I. P. Hallett*, K.C., and *Frank Soskice*, for the defendants.

SOLICITORS: *Stanley & Co.*, agents for *Leslie Weinberg*, Manchester; *L. Bingham & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Down (Inspector of Taxes) *v.* Compston.

Lawrence, J. 18th March, 1937.

REVENUE—INCOME TAX—PROFESSIONAL GOLFER—PRIVATE GAMES PLAYED FOR BETS—BALANCE OF GAINS OVER LOSSES—WHETHER ASSESSABLE—INCOME TAX ACT, 1918 (8 & 9 Geo. 5, c. 40) Sched. D.

Appeal from a decision of the Commissioners for the General Purposes of the Income Tax Acts.

The respondent was a professional golfer attached to a golf club which paid him the usual retaining fee. In addition to his various activities connected with golf, the respondent had for over ten years past habitually engaged in private games of golf for bets of varying amounts and on handicap terms decided according to circumstances and the apparent ability of the opponents. The terms and conditions governing the handicaps of players, bets, place and time of the matches, and so forth were determined by mutual agreement between the respondent and his opponents. As a result of engaging in games of golf thus played for bets, the respondent had, throughout the past ten years, derived substantial sums of money, and at times those receipts amounted in the aggregate to as much as about £1,000 a year, after deducting sums lost by the respondent in connection with them. An additional assessment of £1,000 having been made on the respondent, under Sched. D to the Income Tax Act, 1918, for the year ended 5th April, 1928, to include, *inter alia*, the balance of gains over losses arising out of private games of golf played by him against other persons, the Commissioners, on his appeal, discharged the assessment, holding that the receipts in question represented winnings from betting transactions and were not annual profits or gains within the meaning of the Income Tax Acts.

LAWRENCE, J., said that the Crown's argument (distinguishing *Graham* v. *Green* [1925] 2 K.B. 37) was that, as the respondent had the vocation of a golf professional, the winnings which he made occurred and arose out of the course of that vocation and were, therefore, taxable as much as the Easter offerings of a clergyman or the gratuities of a waiter. It was contended for the respondent that the winnings did not in any true sense arise out of his vocation, but arose from bets, and that his vocation as a professional golfer merely afforded the opportunity for making the bets. It was also said that the respondent's winnings could not properly be

looked at as gratuities for his services in playing with the persons with whom he played. Counsel had referred to *Blakiston* v. *Cooper* [1909] A.C. 104, and had suggested that the true view was that one should look to see whether the alleged gratuity was substantially in respect of services rendered. In his (his lordship's) opinion, the distinction between gratuities for services rendered and bets such as those under consideration, was still further emphasised by the possibility that the bets might involve losses. It was further contended for the respondent that there was no more organisation by the respondent than there had been by the person who in *Graham* v. *Green* (*supra*) made his living out of backing horses. In his (his lordship's) opinion, the respondent's winnings did not arise from his employment or vocation, and were in no way analogous to gratuities for services rendered. There was no organisation which would support the view that the respondent was carrying on a business of betting on his private games of golf. The appeal must be dismissed.

COUNSEL: *The Attorney-General* (Sir Donald Somervell, K.C.) and *R. P. Hills*, for the Crown; *Raymond Needham*, K.C., and *J. S. Scrimgeour*, for the respondent.

SOLICITORS: *Solicitor for Inland Revenue; Wallington, Fabian & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Davies *v.* Griffiths.

Lord Hewart, C.J., Macnaghten and Singleton, JJ.
19th April, 1937.

PRACTICE AND PROCEDURE—INFORMATION—DECISION OF JUSTICES TO CONVICT—JUSTICES INFORMED IN COURT OF DEFENDANT'S PAST OFFENCES BEFORE DECISION ANNOUNCED—VALIDITY OF CONVICTION.

Appeal by case stated from a decision of Glamorganshire justices.

Two informations were preferred against the appellant, Davies, which charged him respectively with having (i) been guilty of conduct near a colliery which might lead to breaches of the peace, contrary to the common law; (ii) on the same date obstructed a police inspector while in the execution of his duty in the vicinity of a colliery contrary to s. 12 of the Prevention of Crimes Act, 1871, as amended by s. 2 of the Prevention of Crimes Amendment Act, 1883. On the hearing of the informations the following facts were proved or admitted: In August, 1936, the appellant attempted to address a meeting near the entrance to the colliery and persisted in such conduct despite the protest of a police inspector. Previously there had been breaches of the peace at the colliery, and the appellant's conduct was such as might lead to a breach of the peace. After hearing the evidence the justices retired to consider their decision and, having come to the conclusion that they ought to convict on both charges, returned into court. They did not make an announcement of their decision in court, but asked if there was anything known previously against the appellant. The appellant's previous convictions were then supplied to the justices in court and admitted by the appellant. The justices having retired a second time to consider what penalty, if any, they should impose, returned into court and announced that they had decided to impose a fine of £5 and five guineas costs on the first information and to order the appellant to pay costs in respect of the second information. Objection having been made to the justices on the appellant's behalf that their conduct as described above was irregular, they stated that they had come to a decision during their first retirement before they were acquainted with the appellant's previous convictions.

LORD HEWART, C.J., said that the case raised two quite separate questions. With regard to the first information, it was quite evident that there had been a misconception. The only course open to the justices when the facts had been proved was, if they thought fit, to bind the appellant over to keep the peace and perhaps to find sureties. It was common ground at the Bar that the course which the justices had taken was a course not open to them. They had fined the appellant on the basis that he had committed a substantive offence to which a penalty might apply, and, in so doing, they had erred in point of law. The second point was concerned with the procedure observed by the justices. The attention of the court had been directed to *Hill* v. *Tothill* (1936), 80 SOL. J. 572, but that case was admittedly not on all fours with the present. Although it would have been better if the justices had announced their decision to convict before inquiring into the previous history of the appellant, he (his lordship) was not of opinion that what they had done in the present case was sufficient to invalidate the conviction on that information. On that information the decision of the justices ought to stand. On the first information, which raised the major point, the appeal should be allowed and the conviction and order to pay costs quashed.

COUNSEL: *R. M. Montgomery*, K.C., and *Joshua Davies*, for the appellant; *Rowland Thomas*, K.C., and *Godfrey Parsons*, for the respondent.

SOLICITORS: *Edward Roberts*, Bargoed; *Torr & Co.*, agents for *A. C. Walter*, Cardiff.

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Morton *v.* Morton, Daly and McNaught.

Sir Boyd Merriman, P. 12th March, 1937.

DIVORCE—PRACTICE—CROSS-EXAMINATION OF RESPONDENT—GENERAL CHARGE AND TWO SPECIFIC CHARGES WITH NAMED CO-RESPONDENTS—RESPONDENT'S DENIAL LIMITED TO ADULTERY WITH ONE CO-RESPONDENT—CROSS-EXAMINATION RESTRICTED TO SPECIFIC CHARGE DENIED—EVIDENCE FURTHER AMENDMENT ACT, 1869 (32 & 33 Vict., c. 68), s. 3—SUPREME COURT OF JUDICATURE (CONSOLIDATION) ACT, 1925 (15 & 16 Geo. V, c. 49), s. 198.

This was a petition for divorce by the husband, charging the wife with adultery with two co-respondents and a man unknown. The wife having gone into the witness-box was questioned only as to the adultery alleged against her with the co-respondent Daly, and having limited her denial to this, the question arose as to the admissibility of her being cross-examined as to the charge with the co-respondent McNaught previously. The only evidence given on that charge consisted of admissions by McNaught, which were not evidence *per se* against the wife. In the course of arguments on this point reference was made to *Brown* v. *Brown and Paget* (1874), L.R. 3 P. & D. 198, and *Allen* v. *Allen and Bell* [1894] P. 248.

Sir BOYD MERRIMAN, P., in giving judgment, said that it was quite plain at the end of the husband's case, that there was no evidence against the wife on the charge with the co-respondent McNaught. When subsequently it was intimated that an attempt might be made to cross-examine the wife, whether or not she gave any evidence about that particular charge, he (his lordship) had indicated quite plainly what view he should take of any such attempt. He now repeated that, in his view, the statute, s. 198 of the Act of 1925, meant that unless and until the husband or wife, as the case might be, had denied the adultery with regard to which the cross-examination was sought to be directed, there was no right to cross-examine with regard to that particular adultery. In the present case there was a general charge of adultery: there was a charge of adultery against one co-respondent, and there was a charge of adultery against another co-respondent. At the time the question arose, the only evidence the wife had given was a denial of her adultery with Daly. The rules were quite explicit that, if it was intended to allege adultery, and there was a known co-respondent, that co-respondent must be named, served, and

given an opportunity of appearing and defending the proceedings. On the wording of the present statute, whatever might have been decided on the wording of any earlier statute, he (his lordship) took the view—which, he said deliberately, he knew to be shared by the other judges of the Division—that the alleged adultery meant adultery with the particular co-respondent. If the party had given evidence denying adultery in general, then, of course, cross-examination might have been directed to that general denial, but, so long as the denial had been limited to a denial of adultery with a particular co-respondent, in his (his lordship's) opinion, under the present statute the respondent did not expose himself or herself to cross-examination with regard to adultery with another co-respondent, although that adultery had been pleaded. In the result, his lordship found adultery proved against the respondent and the co-respondent Daly and pronounced a decree *nisi*.

COUNSEL: *L. F. Sturge*, for the petitioner; *J. F. Alexander*, for the respondent.

SOLICITORS: *Andrew, Purves, Sutton & Creery; Lawrence Dennis & Co.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Practice Note.

We are indebted to the Chief Master of the Chancery Division for the following practice directions, to which the attention of the profession is drawn :—

22nd April, 1937.

PRACTICE DIRECTIONS BY THE JUDGES OF THE CHANCERY DIVISION IN RESPECT OF APPLICATIONS BY ORIGINATING SUMMONS FOR PAYMENT OR FOR POSSESSION UNDER ORDER 55, r. 5A.

In every case the Plaintiff's right to the Order sought must be established. There is no right to an Order merely because the Defendant fails to appear.

Evidence.

The Affidavit in support of the Application must exhibit a true copy of the Mortgage or Charge except in the case of a Registered Charge. The original Mortgage or Charge or the Land Charge Certificate must be produced to the Master on the hearing.

Where the Application is for payment only the Affidavit must prove that the money is due and payable and give particulars shewing how the amount is arrived at.

Where the application is for interest to date of Judgment the affidavit must state the amount of a day's interest.

Where the Application asks for possession the Affidavit must shew the circumstances under which the right to possession arises and the state of the Account between the Mortgagor and Mortgagee setting out :—

(*a*) the amount of the advance ;
(*b*) the amount of the repayments ;
(*c*) the amount of any interest or instalments in arrear and
(*d*) the amount remaining due under the Mortgage or Charge.

Where the Mortgage or Charge creates a tenancy other than a Tenancy at will between the Mortgagor and Mortgagee the Affidavit in support must shew how and when such tenancy was determined and if by service of notice that the service accorded with the provisions of the Mortgage or Charge or with Section 196 (5) of the Law of Property Act 1925 as the case may require.

Hearing of Summons after Appearance.

An appointment to hear the Originating Summons must be taken under O. 54, r. 4D.

On taking the appointment the original Summons must be produced and the following papers must be left at Chambers :—

Copy Originating Summons ;
Duplicate Memorandum of appearance.
The Original Affidavit (no office copy required) and Exhibits.

The notice of appointment together with a copy of the Affidavit in support (but not of the Exhibits) must be served on the Defendant or his Solicitors four clear days before the hearing.

Hearing of Summons in default of Appearance.

If the Defendant fails to appear within the time limited an appointment for hearing the Summons must be taken under O. 54, r. 4D.

On taking the appointment the Original Summons must be produced and a copy together with a Certificate of non-appearance (see O. 13, r. 15) must be left at Chambers.

Where possession is not sought the Original Affidavit in support (no office copy required) and Exhibits and an Office Copy of the Notice of Appointment filed in default of appearance must also be left at Chambers.

Where possession is sought the Plaintiff's Solicitors must give the Defendant four clear days' notice of the date of hearing by sending by prepaid letter post addressed to the Defendant at his last known address the notice of appointment to hear the Originating Summons together with a copy of the Affidavit in support (without the Exhibits) upon which copy Affidavit must be endorsed on the outside fold a notice in the following form :

" To (*the Defendant by name with the address*)

" Take notice that you the Defendant having failed to enter an appearance to the Originating Summons herein an Affidavit of which the within is a true copy has been sworn and the Plaintiff will on the day of 19 at o'clock (*fill in the date and time as in the notice of appointment*) apply to Master Room No. Royal Courts of Justice, Strand, W.C.2, for an Order that you do deliver up to the Plaintiff possession of the mortgaged property (*describe it shortly*). *If claimed add* (and also for the recovery from you of £ claimed by the Originating Summons).

" Dated the 19 .

" (Signed)

" Plaintiff's Solicitor."

Within two days of posting the Notice of Appointment and copy Affidavit to the Defendant the Plaintiff's Solicitor must lodge at Chambers the Original Affidavit (and exhibits) endorsed with a Certificate signed by the Plaintiff's Solicitor in the following form :

" I certify that on the day of 19 a copy of the notice of appointment dated 19 together with a true copy of the within Affidavit was sent by prepaid letter post addressed to the Defendant at his last known address being No. *&c., &c.* upon which copy Affidavit a notice in the following form was endorsed : (*Set out a copy of the notice*).

" (Signed)

" Plaintiff's Solicitor."

Relief Claimed.

When the Originating Summons claims both payment and possession, an Order may be made on the money claim only and the claim for possession may be allowed to stand over with liberty to restore the Summons as regards that claim.

When possession is sought and the Defendant is in arrear with any instalments due under the mortgage or charge and the Master is of opinion that the Defendant ought to be given an opportunity to pay off the arrears, the Master may adjourn the summons on such terms as he thinks fit, and if the Defendant is in default of appearance direct the Plaintiff's solicitor to communicate such terms to the Defendant by letter. A conditional order for possession should not be made save under exceptional circumstances.

When the relief granted is confined to payment of interest or of an overdue instalment composed partly of interest and partly of principal the second paragraph of Form 38, Appendix L, should be omitted.

When the Plaintiff proves that he has a right of consolidation the words " or right of consolidation " will be inserted in the order after the words " due exercise of any power of sale."

Drawing up of Orders.

When an order is made the Master will send the papers to the Registrar for the order to be drawn up and the solicitor must attend after 11 o'clock the following day to stamp and pass the order.

Substituted Service.

No summons need be issued. The Order will be made on the Affidavit shewing the grounds for substituted service.

Costs.

When an Order is made for possession alone whether after or in default of appearance an Order should not usually be made for payment of costs by the Defendant but the Plaintiff should be left to add the costs to his security.

When an Order is made for the recovery of a sum of money whether alone or coupled with an Order for possession, the costs awarded will be in accordance with the Table of fixed costs in respect of money claims in force in the High Court, subject to the Master's discretion in special circumstances to direct taxation or to assess or fix costs.

In any case where the Plaintiff proceeds by Writ where he could have proceeded by Originating Summons, no more costs are to be allowed than would have been allowed if the proceedings had been commenced by Originating Summons.

These directions supersede those dated 11th November 1936.

By direction of the Judges of the Chancery Division.

A. C. CLAUSON, J.

Parliamentary News.

Progress of Bills.

House of Lords.

Army and Air Force (Annual) Bill.
Read Third Time. [27th April.

Barking Corporation Bill.
Read Second Time. [22nd April.

Bath Corporation Bill.
Read Third Time. [22nd April.

Brighton, Hove and Worthing Gas Bill.
Read Third Time. [28th April.

Cardiff Extension Bill.
Read Second Time. [22nd April.

Children and Young Persons (Scotland) Bill.
Reported, with Amendments. [27th April.

City of London (Various Powers) Bill.
Read Third Time. [22nd April.

County Councils Association Expenses (Amendment) Bill.
Read Second Time. [22nd April.

East Anglesey Gas Bill.
Read Third Time. [22nd April.

Eastbourne Extension Bill.
Read Third Time. [28th April.

General Cemetery Bill.
Read Third Time. [28th April.

Harbours, Piers and Ferries (Scotland) Bill.
Read Second Time. [27th April.

Huddersfield Corporation Bill.
Read Second Time. [22nd April.

Hydrogen Cyanide (Fumigation) Bill.
Amendment reported. [28th April.

Kingston-upon-Hull Provisional Order Bill.
Read Third Time. [28th April.

Local Government (Financial Provisions) (Scotland) Bill.
Read Second Time. [27th April.

London and North Eastern Railway Bill.
Read Second Time. [22nd April.

London, Midland and Scottish Railway Bill.
Read Second Time. [22nd April.

Magdalen Hospital Bill.
Read First Time. [22nd April.

Maternity Services (Scotland) Bill.
Read Second Time. [27th April.

Ministry of Health Provisional Order (Earsdon Joint Hospital District) Bill.
Amendments reported. [28th April.

Ministry of Health Provisional Order (South Nottinghamshire Joint Hospital District) Bill.
Read Second Time. [27th April.

National Trust for Places of Historic Interest or Natural Beauty Bill.
Read Second Time. [28th April.

Newcastle-under-Lyme Corporation Bill.
Read Third Time. [22nd April.

Peerage Law Declaration Bill.
Withdrawn. [28th April.

Pontypool Gas and Water Bill.
Read Third Time. [28th April.

Poole Corporation Bill.
Read Second Time. [27th April.

Poor's Allotments in Walton-upon-Thames Bill.
Read First Time. [22nd April.

Rotherham Corporation Bill.
Read Second Time. [22nd April.

Sheffield Corporation Bill.
Read Second Time. [22nd April.

Sheppey Water Bill.
Reported, with Amendments. [27th April.

Southern Railway Bill.
Read Second Time. [22nd April.

Special Areas (Amendment) Bill.
Read First Time. [27th April.

Taf Fechan Water Supply Bill.
Reported, with Amendments. [27th April.

Taunton Corporation Bill.
Reported, with Amendments. [22nd April.

Wandsworth and District Gas Bill.
Read Second Time. [22nd April.

Warrington Corporation Bill.
Read Third Time. [28th April.

West Ham Corporation Bill.
Read Second Time. [22nd April.

Woodhall Spa Urban District Council Bill.
Read Third Time. [28th April.

House of Commons.

Barnet District Gas and Water Bill.
Read Second Time. [26th April.

Bath Corporation Bill.
Read First Time. [22nd April.

Bucks Water Bill.
Reported, with Amendments. [26th April.

City of London (Various Powers) Bill.
Read First Time. [22nd April.

Cleethorpes Corporation (Trolley Vehicles) Provisional Order Bill.
Read First Time. [28th April.

East Anglesey Gas Bill.
Read First Time. [22nd April.

Eastbourne Extension Bill.
Read First Time. [28th April.

Edinburgh Royal Maternity and Simpson Memorial Hospital Order Confirmation Bill.
Read Third Time. [26th April.

Finance Bill.
Read First Time. [27th April.

Local Government (Members' Expenses) Bill.
Withdrawn. [27th April.

Local Government (Members' Expenses) (No. 2) Bill.
Read Second Time. [27th April.

London County Council (Money) Bill.
Read Second Time. [26th April.

London Passenger Transport Board Bill.
Considered. [26th April.

Marriages Provisional Orders Bill.
Read Second Time. [28th April.

Ministers of the Crown Bill.
In Committee. [28th April.

Newcastle-under-Lyme Corporation Bill.
Read First Time. [22nd April.

Pier and Harbour Provisional Order (Falmouth) Bill.
Read First Time. [28th April.

Pontypool Gas and Water Bill.
Read First Time. [28th April.

Protection of Animals Bill.
Read First Time. [28th April.

Road Traffic (Licensing of Vehicles) Bill.
Withdrawn. [27th April.

Rochdale Corporation Bill.
Reported, with Amendments. [26th April.

Rothesay Water Order Confirmation Bill.
Read Third Time. [26th April.

Special Areas (Amendment) Bill.
Read Third Time. [26th April.

Warrington Corporation Bill.
Read First Time. [28th April.

Watford Corporation Bill.
Reported, with Amendments. [26th April.

Widows', Orphans' and Old Age Contributory Pensions (Voluntary Contributors) Bill.
Reported, with Amendments. [27th April.

Woodhall Spa Urban District Council Bill.
Read First Time. [28th April.

The Duke of Gloucester presided at a luncheon at St. James's Palace last Tuesday to mark the publication of the official souvenir Coronation programme, which, by permission of the King, has been issued by King George's Jubilee Trust. The programme is now on sale at newsagents and booksellers throughout this country. There is a standard edition, price 1s., which contains thirty-six pages, including a cover showing the Royal Coat-of-Arms in full colour and gold, and a *de luxe* edition, price 2s. 6d., with forty pages and an embossed cover. The whole of the profits from the sale of the programme will be devoted to King George's Jubilee Trust.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 2), 1937. DATED APRIL 21, 1937.

We, the Rule Committee of the Supreme Court, hereby make the following Rules :—

1. In the year 1937, notwithstanding anything contained in Rule 9 of Order LXIII, the office hours in the several offices of the Supreme Court shall on the 13th, 14th, 19th, 20th and 21st days of May, be as follow :—

(*a*) In the offices, other than the summons and order, crown office and associates' departments of the central office, the hours shall be from ten in the forenoon to four in the afternoon ; and

(*b*) In the summons and order department and in the crown office and associates' departments, the hours shall be from half-past ten in the forenoon to half-past four in the afternoon.

2. These Rules may be cited as the Rules of the Supreme Court (No. 2), 1937.

Dated the 21st day of April, 1937.

Hailsham, C.	*A. C. Clauson*, J.
Hewart, C.J.	*C. J. W. Farwell*, J.
Wright, M.R.	*Walter Monckton.*
F. B. Merriman, P.	*A. W. Cockburn.*
Rigby Swift, J.	*C. H. Morton.*
Finlay, J.	*Roger Gregory.*

THE TITHE (ARREARS INVESTIGATION COMMITTEE) RULES, 1937. DATED APRIL 15, 1937.

[S.R. & O., 1937, No. 319/L.5. Price 2d. net.]

PROVISIONAL RULES.

THE CHANCERY OF LANCASTER RULES (No. 1), 1937. DATED APRIL 9, 1937.

The Right Honourable Sir John Colin Campbell Davidson, G.C.V.O., C.H., C.B., M.P., Chancellor of the Duchy and County Palatine of Lancaster with the advice and consent of John Bennett Esquire, the Vice-Chancellor of the said County Palatine and with the approval of the Authority empowered to make rules for the Supreme Court in pursuance of the powers and authorities in that behalf given to him by the Chancery of Lancaster Acts, 1850 to 1890,* and all other powers and authorities enabling him in that behalf proposes to make the following Rules :—

1. The following rule shall be inserted after Rule 6 of Order XXVI and shall stand as Rule 7 :—

" 7. On any motion for judgment under Rules 2 or 3 of this order in any action in which the plaintiff is claiming any relief of the nature or kind specified in Order XLVIII Rule 5A the Court or Vice-Chancellor may require the motion to be supported by such evidence as might be required if relief were being sought on originating summons under Order XLVIII Rule 5.A. and may require notice of such evidence to be given to the defendant."

2. In Order XLVIII Rule 5.A. after the words " that is to say " there shall be inserted the words " Payment of moneys secured by the mortgage or charge " and after the words " delivery of possession " and before the words " by the mortgagee " there shall be inserted the words " whether before or after foreclosure."

3. The following rule shall be inserted after Rule 8 of Order XLVIII and shall stand as Rule 8.A. :—

" 8.A. Orders for payment and for possession made under Rule 5.A. of this Order shall be in the Forms set out in Appendix L to these Rules, Nos. 44, 45 and 46 with such variations as the circumstances of the case may require and the like Forms shall *mutatis mutandis* be used under corresponding circumstances in actions for the like relief commenced by writ."

4. The following Forms shall be inserted in Appendix L after Form No. 43 and shall stand as Forms 44, 45 and 46 :—

" 44.

Order for payment of Principal Money or Interest secured by Mortgage or Charge (Order XLVIII Rule 8.A.).

It is ordered that the plaintiff do recover against the defendant £ secured by a mortgage (*or* charge) dated the day of 19 being the total principal sum of £ and £ for interest thereon at £ per cent. per annum less tax to the day of (date of order) and £ for costs (*or* his costs of this summons to be taxed) (*Add where the defendant is a married woman* but such sum and costs shall not be payable out of any property of the defendant to the enjoyment of which is attached any enforceable restriction against anticipation).

And it is ordered that upon the defendant paying to the plaintiff the moneys ordered to be recovered and all other moneys (if any) secured to the plaintiff by the said mortgage (*or* charge) the plaintiff (subject and without prejudice to the due exercise of any power of sale for the time being vested in him) do release to the defendant the security constituted by the said mortgage (*or* charge).

And it is ordered that all parties be at liberty to apply to the Court as they may be advised.

45.

Order for Possession of Property forming a Security for Payment to the Plaintiff of any Principal Money or Interest. (Order XLVIII Rule 8.A.)

It is ordered that the defendant do give to the plaintiff possession on or before the day of 19 of the land hereinafter described and comprised in a mortgage (*or* charge) dated the day of 19 that is to say :—

(*here describe the property*)

And it is ordered that the plaintiff do recover against the defendant the sum of £ for costs (*or* his costs of this summons to be taxed). (*Add where the defendant is a married woman* but such sum and costs shall not be payable out of any property of the defendant to the enjoyment of which is attached any enforceable restriction against anticipation.)

And it is ordered that upon the defendant paying to the plaintiff the moneys remaining due to the plaintiff upon the security of the said mortgage (*or* charge) the plaintiff (subject and without prejudice to the due exercise of any power of sale for the time being vested in him) do re-deliver to the defendant possession of the property subject to the said mortgage (*or* charge) and release to the defendant the security constituted by the said mortgage (*or* charge).

And it is ordered that all parties be at liberty to apply to the Court as they may be advised.

46.

Order for Payment of Principal Money or Interest secured by Mortgage or Charge and for Possession of Property comprised therein. (Order XLVIII Rule 8.A.).

It is ordered that the plaintiff do recover against the defendant £ secured by a mortgage (*or* charge) dated the day of 19 being the total of the principal sum of £ and £ for interest thereon at £ per cent. per annum less tax to the day of 19 (date of order) and £ for costs (*or* his costs of this summons to be taxed).

(*Add where the defendant is a married woman* but such sum and costs shall not be payable out of any property of the defendant to the enjoyment of which is attached any enforceable restriction against anticipation.)

And it is ordered that the defendant do give the plaintiff possession on or before the day of 19 of the land hereinafter described and comprised in the said mortgage (*or* charge) that is to say

(*here describe the property*)

And it is ordered that upon the defendant paying to the plaintiff the moneys hereby ordered to be recovered and all other moneys (if any) secured to the plaintiff by the said mortgage (*or* charge) the plaintiff (subject and without prejudice to the due exercise of any power of sale for the time being vested in him) do re-deliver to the defendant possession of the property subject to the said mortgage (*or* charge) and release to the defendant the security constituted by the said mortgage (*or* charge).

And it is ordered that all parties be at liberty to apply to the Court as they may be advised."

5.—(1) These Rules may be cited as the Chancery of Lancaster Rules (No. 1) 1937 and the Chancery of Lancaster Rules 1884† shall have effect as amended by these Rules.

(2) These Rules shall come into operation on the 26th day of April 1937.

It is Hereby Certified under the Rules Publication Act 1893 that on account of urgency the Rules embodied in the above Order shall come into immediate operation and the said Rules shall come into immediate operation on the 26th day of April 1937 as Provisional Rules.

J. C. C. Davidson,
Chancellor.
John Bennett,
Vice-Chancellor.

Dated the 9th day of April 1937.

Approved by the Rule Committee of the Supreme Court.
Claud Schuster.

*13 & 14 Vict. c. 43; 17 & 18 Vict. c. 82; 53 & 54 Vict. c. 23.

† S.R. & O. Rev. 1904, VI, Lancaster (Court of Chancery) pp. 23–223 (reprinted as amended to December 31, 1903).

Societies.

The Association of County Court Registrars.

This association held its eightieth annual meeting at 60 Carey Street on the 23rd April. Mr. F. F. Smith, the retiring president, took the chair, and, in moving the annual report, said that the association had some new members, although its total membership was steadily and inevitably declining through the Lord Chancellor's Department's policy of amalgamating county courts. The principal event of the past year had been the introduction of the new County Courts Act and Rules. The association's committee had been of considerable service to the Rules Committee in advising it on matters of practice, and Mr. Gilbert Hicks (Shoreditch), a member of both committees, deserved great credit for the part he had played in the framing of the new code. It had given registrars much to learn, but had worked wonderfully smoothly. They were getting used to the new forms and finding them well adapted to their purpose. The work of revising practice books had, of course, been enormous, and members consulting existing practice notes must bear the great possibility of alteration carefully in mind. The Tithe Act had come as a surprise to many registrars, for the Department had overlooked the extent to which it would affect them and had not particularly drawn their attention to it. This defect had now been remedied. The approved practice was to adjourn *sine die* all proceedings instituted before the 31st March of the present year.

It had been somewhat difficult to find out whether the *præcipe* on institution of proceedings had to be signed by the plaintiff in person, or whether the signature of his agent or solicitor was good. It had been decided by the Committee that the registrar should exercise discretion in each case in deciding whose signature he would accept. The position, however, ought to be made definite by rule. Considerable difference existed in the forms of affidavit which were accepted in proof of debt. A Bill was before Parliament providing for an increase in the salary of county court judges; if it passed, presumably the case for an increase in the salary of registrars would be sympathetically heard.

Mr. H. H. PAYNE (Portsmouth), who until the meeting had acted as honorary secretary and treasurer for nine years, moved the adoption of the accounts and reported a sound financial position.

Members took considerable advantage of the president's invitation to discuss the report, and asked for guidance on many points which arose out of the new Rules. Mr. W. J. JOSEPH (Norwich) spoke strongly in favour of requiring hire-purchase agreements to be exhibited with the affidavit in support of the summons; the registrar could then see whether the agreement was properly stamped. He had hitherto, he said, refused to accept particulars signed by the plaintiff's solicitor, who could only be acting on hearsay and seldom had personal knowledge. Mr. J. H. N. COLLIS (Dudley) thought that the *præcipe* should be refused if it were signed by anybody but the plaintiff or his solicitor. It was not an affidavit, and the solicitor was responsible for it.

The PRESIDENT clinched the matter by quoting a letter from Mr. Napier, who said that it had been intended that the registrar should have discretion to accept a form signed by someone other than the plaintiff who knew the facts and was sufficiently responsible to fix the plaintiff with full responsibility if the statement turned out to be incorrect.

Mr. D. S. A. MCMURTRIE (Bedford), asked what costs ought to be allowed to a solicitor who used the affidavit in a case coming under the lower scale. Mr. HICKS replied that the Committee considered that the figure should be two or three shillings where no defence was filed. He added that he was looking with deep suspicion at several items on the lower scale—for instance, he wished to know whether an adjourned hearing were to be treated as a trial or a nullity. There was an item on the higher scale to provide for the costs of the day, and there should be a similar one on the lower scale, and also provision for the costs of an appeal to the judge, and of entering judgment.

Mr. D. R. WHITE (Wigan) rejoiced at the abolition of affidavits initiating proceedings. He also objected to affidavits in proof of debt unless they were sworn by a person with real knowledge of the facts.

Several other speakers rose with similar queries, and the president reminded them that many of these implied an alteration in the Rules. He invited members who considered that their criticisms and questions ought to be brought before the Rules Committee to send them in writing either to the Committee or to Mr. Hicks.

Mr. SMITH then retired from the chair, explaining that his recent ill-health had made it necessary for him reluctantly to decide that he could not accept nomination again. Mr. Payne succeeded him amid applause, and spoke of the formidable task which he had undertaken in maintaining the high standards set by the presidents of the past ten years. He announced that the new honorary secretary and treasurer would be Mr. E. S. DOBELL (Plymouth). Mr. H. P. STANES (Hanley) and Mr. F. G. GLANFIELD (Birmingham) were elected vice-presidents.

The Hardwicke Society.

A meeting of the Society was held on Friday, 23rd April, at 8.15 p.m., in the Middle Temple Common Room, the President Mr. J. A. Petrie in the chair. Mr. H. M. Pratt moved: "That this House would welcome more Vulgarity and less Refinement." Commander D. A. Stride opposed. There also spoke: Prince Lieven, Mr. Simmonds, Mr. Shaw, Mr. McCready, Mr. A. C. Douglas, Mr. Grieves, Mr. Lewis Sturge (Hon. Secretary), Mr. J. A. Petrie (President), Mr. Cochrane, Mr. Specter, Mr. G. E. Llewellyn Thomas (Hon. Treasurer). The Hon. Mover having replied, the House divided, and the motion was lost by one vote.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room, on Tuesday, 20th April (chairman, Mr. J. E. Terry), the debate took the form of a "Balloon Debate," at which six distinguished contemporary figures were represented by the following members, namely: Messrs. W. M. Pleadwell, M. Barry O'Brien, R. Langley Mitchell, J. F. Ginnett, E. V. E. White, and B. W. Main. The following members also spoke: Messrs. A. D. Scholes, H. J. A. Baxter, C. A. G. Simkins, C. F. J. Baron, K. Elphinstone, P. H. North Lewis, L. E. Long, G. Roberts, M. Foulis and A. F. McMaster. There were thirty-five members and seven visitors present.

United Law Society.

The annual general meeting of the United Law Society was held in the Middle Temple Common Room on Monday, 19th April at 8 p.m. Mr. H. V. Rabagliati, K.C., in the chair. The following officers and members of the committee were elected for the ensuing year: Chairman, Mr. R. E. Ball; Vice-Chairman, Mr. J. H. Vine Hall; Treasurer, Mr. F. Howard Butcher; Secretary, Mr. R. J. Kent; Assistant Secretary, Mr. F. R. McQuown; Reporter, Mr. O. T. Hill; Organiser of the Poor Man's Lawyer: Mr. H. Wedworth Pritchard; Auditors, Messrs. F. W. Yates and T. R. Owens; Committee, Messrs. F. D. Lawton, J. L. P. Harris and E. D. Smith. The addresses of the Secretaries are: Mr. R. J. Kent, 5, New Square, Lincoln's Inn, W.C.2, and Mr. F. R. McQuown, 4, Temple Gardens, Temple, E.C.4, to whom all communications regarding membership, etc., should be addressed.

Legal Notes and News.

Honours and Appointments.

Lord Blanesburgh has resigned his office of Lord of Appeal in Ordinary and the King has been graciously pleased to approve that LORD WRIGHT, Master of the Rolls, be appointed a Lord of Appeal in Ordinary in succession to Lord Blanesburgh; that Sir WILFRID GREENE, a Lord Justice of Appeal, be appointed Master of the Rolls; and that Sir FRANK MACKINNON, a Justice of the King's Bench Division of the High Court of Justice, be appointed a Lord Justice of Appeal.

Mr. H. J. E. STINSON has been elected a member of the Court of Common Council, in succession to the late Mr. Rewcastle Woods, for the Ward of Langbourn. Mr. Stinson, who was admitted a solicitor in 1912, is a partner in the firm of Messrs. Kimbers, Williams, Sweetland & Stinson. For a number of years he has been Ward Clerk of Langbourn and hon. secretary of the Langbourn Ward Club.

Mr. ELWYN PRICE, Town Clerk of Bridgnorth, has been appointed also Clerk of the Peace.

Mr. F. J. BROAD has been appointed Deputy Town Clerk of Guildford in succession to Mr. R. W. J. HILL, who has been appointed to a similar post at Ilford.

The Lord Chancellor announces that the offices of the Supreme Court will be closed on Wednesday, the 12th May, 1937.

In the King's Bench Division last Monday, says *The Times* Mr. A. T. Miller, K.C., said that, on behalf of the Bar, he would like to congratulate Lord Justice MacKinnon on his elevation to the Court of Appeal. There was no greater judicial appointment than that of a Judge of the High Court, and, if he might presume to say so, for many years his lordship had discharged the duties of that office to the admiration of all who had been privileged to practise before him. On behalf of the Bar he wished his lordship much happiness and many years of successful work in his new sphere. Lord Justice MacKinnon, in reply, said that he appreciated very much what had been said.

The following days and places have been fixed for holding the Summer Assizes on the South Wales, North Eastern and Northern Circuits: South Wales Circuit: Mr. Justice Greaves-Lord.—Monday, 7th June, at Haverfordwest; Friday, 11th June, at Lampeter; Tuesday, 15th June, at Carmarthen; Tuesday, 22nd June, at Brecon; Friday, 25th June, at Presteign. Mr. Justice Talbot and Mr. Justice Greaves-Lord.—Thursday, 8th July, at Swansea. North Eastern Circuit.—Mr. Justice Humphreys and Mr. Justice Macnaghten.—Monday, 14th June, at Newcastle; Tuesday, 22nd June, at Durham; Wednesday, 30th June, at York; Tuesday, 6th July, at Leeds. Northern Circuit.—Mr. Justice Hilbery and Mr. Justice Lewis.—Saturday, 22nd May, at Appleby; Wednesday, 26th May, at Carlisle; Monday, 31st May, at Lancaster; Monday, 7th June, at Liverpool; Monday, 28th June, at Manchester.

LAW REVISION COMMITTEE.

The Lord Chancellor has appointed Mr. WILLIAM TEULON SWAN STALLYBRASS, O.B.E., D.C.L. (Principal of Brasenose College, Oxford), Mr. HENRY URMSTON WILLINK, K.C., and Professor PERCY HENRY WINFIELD, F.B.A., LL.D., to be members of the Law Revision Committee. Sir Terence O'Connor, K.C., has resigned from the Committee on his appointment as Solicitor-General.

The Lord Chancellor has referred the following additional subjects to the Committee:—

(A) Whether and, if so, in what respect the doctrine of contributory negligence requires modification, and in particular to consider the following statutory enactments bearing upon that doctrine:—

(*a*) (In so far as the provisions of the Convention for the unification of certain Rules of Law respecting collisions signed at Brussels on 23rd September, 1910, may permit) the rule applicable to collisions at sea in s. 1 of the Maritime Conventions Act, 1911;

(*b*) The rule contained in s. 6 of the Law Reform (Married Women and Tort Feasors) Act, 1935, regarding contribution between joint tort feasors.

(B) Whether and, if so, in what respect the rule laid down or applied in *Chandler and Webster* [1904] 1 K.B. 493, requires modification, and in particular to consider the observations made thereon in *Canatire San Rocco S.A.* v. *Clyde Shipbuilding & Engineering Co.* [1924] A.C. 226, by Lords Dunedin and Shaw, at pp. 247, 248 and 259.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP II. Mr. JUSTICE CLAUSON. Witness. Part II.	Mr. JUSTICE LUXMOORE. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
May 3	Andrews	Blaker	Blaker	*Ritchie
„ 4	Jones	More	More	*Blaker
„ 5	Ritchie	Hicks Beach	Hicks Beach	*More
„ 6	Blaker	Andrews	Andrews	*Hicks Beach
„ 7	More	Jones	Jones	*Andrews
„ 8	Hicks Beach	Ritchie	Ritchie	Jones

DATE.	GROUP II. Mr. JUSTICE FARWELL. Non-Witness.	Mr. JUSTICE BENNETT. Witness. Part I.	GROUP I. Mr. JUSTICE CROSSMAN. Witness. Part II.	Mr. JUSTICE SIMONDS. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
May 3	More	*Hicks Beach	*Andrews	Jones
„ 4	Hicks Beach	*Andrews	*Jones	Ritchie
„ 5	Andrews	*Jones	*Ritchie	Blaker
„ 6	Jones	Ritchie	*Blaker	More
„ 7	Ritchie	Blaker	*More	Hicks Beach
„ 8	Blaker	More	Hicks Beach	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 6th May, 1937.

	Div. Months.	Middle Price 28 Apl. 1937.	Flat Interest Yield. £ s. d.	‡Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	110	3 12 9	3 6 1
Consols 2½%	JAJO	77	3 4 11	—
War Loan 3½% 1952 or after	JD	101¼xd	3 9 0	3 7 6
Funding 4% Loan 1960-90	MN	111	3 12 1	3 6 2
Funding 3% Loan 1959-69	AO	96	3 2 6	3 4 1
Funding 2½% Loan 1952-57	JD	93½	2 18 10	3 3 11
Funding 2½% Loan 1956-61	AO	87½	2 17 2	3 5 2
Victory 4% Loan Av. life 22 years	MS	110	3 12 9	3 7 1
Conversion 5% Loan 1944-64	MN	113¼	4 8 3	2 14 7
Conversion 4½% Loan 1940-44	JJ	107⅝	4 3 8	1 17 3
Conversion 3½% Loan 1961 or after	AO	102	3 8 8	3 7 6
Conversion 3% Loan 1948-53	MS	100½	2 19 8	2 18 11
Conversion 2½% Loan 1944-49	AO	98½	2 10 10	2 13 6
Local Loans 3% Stock 1912 or after	JAJO	88½	3 7 10	—
Bank Stock	AO	339½	3 10 8	—
Guaranteed 2½% Stock (Irish Land Act) 1933 or after	JJ	80½	3 8 4	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	88	3 8 2	—
India 4½% 1950-55	MN	110xd	4 1 10	3 10 5
India 3½% 1931 or after	JAJO	90	3 17 9	—
India 3% 1948 or after	JAJO	77	3 17 11	—
Sudan 4½% 1939-73 Av. life 27 years	FA	111	4 1 1	3 16 10
Sudan 4% 1974 Red. in part after 1950	MN	109	3 13 5	3 3 9
Tanganyika 4% Guaranteed 1951-71	FA	109½	3 13 1	3 2 11
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	108	4 3 4	2 11 3
Lon. Elec. T. F. Corpn. 2½% 1950-55	FA	91	2 14 11	3 2 8
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	106	3 15 6	3 10 11
Australia (C'mm'nw'th) 3% 1955-58	AO	91	3 5 11	3 12 4
Canada 4% 1953-58	MS	108	3 14 1	3 6 11
*Natal 3% 1929-49	JJ	99	3 0 7	3 2 0
*New South Wales 3½% 1930-50	JJ	100	3 10 0	3 10 0
New Zealand 3% 1945	AO	95	3 3 2	3 14 8
Nigeria 4% 1963	AO	110	3 12 9	3 8 4
*Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	104	3 7 4	3 3 6
*Victoria 3½% 1929-49	AO	100	3 10 0	3 10 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	89	3 7 5	—
Croydon 3% 1940-60	AO	96½	3 2 2	3 4 4
Essex County 3½% 1952-72	JD	103½	3 7 8	3 4 4
Leeds 3% 1927 or after	JJ	86½	3 9 4	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	100	3 10 0	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	74¼	3 7 1	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	86	3 9 9	—
Manchester 3% 1941 or after	FA	87	3 9 0	—
Metropolitan Consd. 2½% 1920-49	MJSD	96½	2 11 10	2 17 0
Metropolitan Water Board 3% "A" 1963-2003	AO	89	3 7 5	3 8 5
Do. do. 3% "B" 1934-2003	MS	90½	3 6 4	3 7 3
Do. do. 3% "E" 1953-73	JJ	96	3 2 6	3 3 9
*Middlesex County Council 4% 1952-72	MN	108	3 14 1	3 6 2
* Do. do. 4½% 1950-70	MN	113	3 19 8	3 5 3
Nottingham 3% Irredeemable	MN	85½	3 10 2	—
Sheffield Corp. 3½% 1968	JJ	104	3 7 4	3 5 10
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	109	3 13 5	—
Gt. Western Rly. 4½% Debenture	JJ	115½	3 17 11	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	127½	3 18 5	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	124½	4 0 4	—
Gt. Western Rly. 5% Preference	MA	118½	4 4 5	—
Southern Rly. 4% Debenture	JJ	108½	3 13 9	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	110	3 12 9	3 7 11
Southern Rly. 5% Guaranteed	MA	123½	4 1 0	—
Southern Rly. 5% Preference	MA	117½	4 5 1	—

*Not available to Trustees over par.

‡In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date; in the case of other Stocks, as at the latest date.

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Approximate Yield per cent.	s.	d.
	6	1
	7	6
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	3	11
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	7	3
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	8	11
	3	6
	0	5
	6	10
	3	9
	2	11
	1	3
	2	8
	0	11
	2	4
	6	11
	2	0
	0	0
	4	8
	8	4
	0	0
	3	6
	0	0
	4	4
	4	4
	7	0
	8	5
	7	3
	3	9
	6	2
	5	3
	5	10
	7	11

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